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SECTION B - SUPPLIES OR SERVICES AND PRICES/COSTS**B.1 Items Being Acquired (DEC 1991)**

The Contractor shall furnish all personnel, material, supplies, and services (except as may be expressly set forth in this contract as furnished by the Government) and otherwise do all things necessary for, or incident to, the performance of the following items of work for the term specified in Section F:

Item 1 - Specialized Technical Services for the Department of Energy's (DOE's) Office of Classification (OC), Office of Security and Safety Performance Assurance (SSA), in accordance with the "Performance Work Statement" identified in Section C - Description/Specifications/Work Statement (See clause C.1 and List of Attachments at Section J).

Item 2 - Reports in accordance with Attachment C, "Reporting Requirements Checklist", DOE Form 1332.1, at Section J.

B.2 Estimated Cost Plus Performance Based Award Fee (JUN 2005)

(a) The estimated cost for the performance of the work hereunder, exclusive of the unexercised options, is subject to the provisions set forth in clause H.14, Ordering Procedure.

(b) The maximum performance based award fee pool is also defined and payable in accordance with clause **H.23 Performance Based Award Fee**. A material change in the work scope of an individual task assignment may affect the award fee. If such a change does occur, it may result in an equitable adjustment in the fee in accordance with the procedures provided for in the clause entitled *Changes*, FAR 52.243-3 set forth in Section I. Subject to the certification by the Contractor and the annual performance evaluation, the award fee shall be payable on an annual basis.

B.3 Reserved**B.4 Estimated Level of Effort (NOV 1996)**

In accordance with Section H, clause H.15, entitled "Level of Effort", the Contractor shall provide the following estimated total Direct Productive Labor-Hours (DPLH):

<u>Period</u>	<u>DPLH</u>
Twenty-four Months (24 Months)	[]

B.5 Payment of Base Fee and Award Fee

(a) Base Fee - The base fee shall be paid based on the percentage of level of effort provided, as determined by the Contracting Officer, in accordance with the provisions of Section **H.22 Payment of Base Fee (Level-of-Effort Contracts) (JUN 1991)**, subject to the following withholding provisions. After payment of eighty-five percent (85%) of the base fee, the Government shall withhold further payment of base fee pending establishment of a reserve of fifteen (15%) of the total base fee or \$100,000, whichever is less. This withholding shall be payable upon submission and acceptance of appropriate closing documents, after final audit of the contract has been completed and all audit exceptions have been resolved.

(b) Award Fee - The amount of award fee to be paid, if any, shall be paid promptly upon receipt of an invoice submitted in accordance with clause B.6, Award Fee, paragraph c.

B.6 Award Fee (JUN 2005)

(a) Beginning on the effective date of this contract, the Government shall evaluate the Contractor's performance on an annual basis for a determination of the award fee earned by the Contractor.

The Contractor may earn a minimum award fee of \$0 and a maximum award fee of \$[TBD] during the term of the contract. The DOE Fee Determination Official (FDO) shall determine the earned portion of the maximum award fee allocable to each performance period for possible award.

(b) The Contractor agrees that the evaluation of the Contractor's performance and the determination as to the amount of award fee earned will be made by the FDO and shall be final and not subject to dispute. The Contractor shall be advised in writing of the determination and of the reasons why the award fee was earned or why it was not earned in order that the Contractor may improve its performance, if the latter is applicable.

(c) This contract will be modified by a unilateral contract modification, executed by the Contracting Officer when the award fee, if any, has been determined by the FDO. The modification shall set forth the amount of fee earned for the performance period evaluated. Upon receipt of the contract modification, the Contractor may submit a public voucher for payment of the total award fee earned for the period evaluated. Award fee denied in one period will not be made available during a subsequent award fee period.

(d) In the event of contract termination, in whole or in part, the amount of the award fee available shall represent a pro-rata distribution associated with evaluation period activities or events as determined by the FDO.

B.7 Contract Interpretations

Portions of this contract are to be interpreted as follows:

(a) The term "fixed-fee" where it appears in the clause FAR 52.243-3, Changes, and elsewhere throughout this contract is interpreted as "award fee".

(b) The word "fee" where it appears in the clause at FAR 52.232-22, Limitation of Funds, is interpreted as "award fee".

(c) The term "fee" where it appears in the clause DEAR 952.216-7, Allowable Cost and Payment, is interpreted as "award fee".

(d) The term "award fee" where it appears in this contract is interpreted as specified in FAR 16.405-2.

(e) The above interpretations do not apply to terms and conditions referred to as "base fee".

B.8 Direct Labor Rates (JUL 1991)

The Contractor shall provide DPLH from the labor categories set forth below at the fixed hourly labor rates indicated:

Base Period: Twenty-four (24) Months
 Period: []
 Estimated Level of Effort [] DPLH

	Base Period (\$/Hour)	
Contractor	Year 1	Year 2

Labor Category(ies)

* * *

Key Personnel		
____ (Name) _____	\$ _____	\$ _____
____ (Name) _____	_____	_____
Other	_____	_____

* * *

Key Personnel		
____ (Name) _____	\$ _____	_____
____ (Name) _____	_____	_____
Other	_____	_____

	Base Period (\$/Hour)	
Subcontractor(s)	Year 1	Year 2

(1) (Company Name)

Labor Category(ies)

* * *

Key Personnel		
____ (Name) _____	\$ _____	\$ _____
____ (Name) _____	_____	_____
Other	_____	_____

* * *

Key Personnel		
____ (Name) _____	\$ _____	\$ _____
____ (Name) _____	_____	_____
Other	_____	_____

	Base Period (\$/Hour)	
Subcontractor	Year 1	Year 2

(2) (Company Name)

Labor Category(ies)

* * *

Key Personnel

____ (Name) _____

\$ _____ \$ _____

____ (Name) _____

Other

* * *

Key Personnel

____ (Name) _____

\$ _____ \$ _____

____ (Name) _____

Other

Base Period
(\$/Hour)

Consultant(s)

Year 1 Year 2

Labor Category(ies)

* * *

Key Personnel

____ (Name) _____

\$ _____ \$ _____

____ (Name) _____

Other

____ (Name) _____

\$ _____ \$ _____

____ (Name) _____

* * *

Key Personnel

____ (Name) _____

\$ _____ \$ _____

____ (Name) _____

Base Period
(\$/Hour)Consultant(s)
(continued)

Year 1 Year 2

Other

____ (Name) _____

\$ _____ \$ _____

____ (Name) _____

Other Direct Costs (ODC's) NOT-TO-EXCEED	\$ _____
Base Fee	\$ _____
Maximum Award Fee Pool	\$ _____
Total Fee	\$ _____

CEILING PRICE - BASE PERIOD (24 Months) \$ _____

The rates indicated for each year of the contract shall apply to all DPLH provided during that respective year of the contract. [See Section H, clause H.15 entitled "Level-of-Effort," paragraph (b)].

B.9 Ceiling Price of Contract (JUL 1991)

The ceiling price of this contract is [insert dollar amount]

B.10 Funding (JUL 1991)

Pursuant to Section H, clause entitled "Funding", total funds in the amount of [\$] have been allotted for obligation and are available to pay for DPLH and other direct items or services provided from the effective date of this contract through the period estimated to end [].

B.11 Reserved

B.12 Option(s) to Extend the Term of the Contract - Services (JUN 2005)

(a) The Government may unilaterally extend the term of this contract by written notice to the Contractor within the term of the contract; provided, that the Government shall give the Contractor a preliminary written notice of its intent to extend at least 30 days before the contract expires. The preliminary notice does not commit the Government to an extension.

(b) If the Government exercises this option, the extended contract shall be considered to include this option provision.

(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed 60 months.

(d) Should the Government exercise any option hereunder all contractual terms and conditions shall apply during the option period. Further, the Contractor agrees that performance under said option period shall be accomplished within the following estimated cost, base fee and award fee.

(1) First Option Period

Option Term:	Twelve (12) Months
Period:	[]
Estimated Level of Effort	[] DPLH

Option One
(\$/Hour)
Year 3

Contractor

Labor Category(ies)

* * *

Key Personnel

____ (Name) _____ \$ _____

____ (Name) _____

Other _____

* * *

Key Personnel

____ (Name) _____ \$ _____

____ (Name) _____

Other _____

Option One

(\$/Hour)

Subcontractor(s) Year 3

(1) (Company Name)

Labor Category(ies)

* * *

Key Personnel

____ (Name) _____ \$ _____

____ (Name) _____

Other _____

* * *

Key Personnel

____ (Name) _____ \$ _____

____ (Name) _____

Other _____

Option One

(\$/Hour)

Subcontractor(s) Year 3

(2) (Company Name)

Labor Category(ies)

* * *

Key Personnel

____ (Name) _____ \$ _____

____ (Name) _____

Other _____

* * *

Key Personnel
____ (Name) _____ \$ _____

____ (Name) _____

Other _____

Option One
(\$/Hour)
Year 3

Consultant(s)

Labor Category(ies)

* * *

Key Personnel
____ (Name) _____ \$ _____

____ (Name) _____

Other _____

____ (Name) _____ \$ _____

____ (Name) _____

* * *

Key Personnel
____ (Name) _____ \$ _____

____ (Name) _____

Option One
(\$/Hour)
Year 3

Consultant(s) (Continued)

Other _____

____ (Name) _____ \$ _____

____ (Name) _____

Other Direct Costs (ODC's) NOT-TO-EXCEED

Base Fee \$ _____

Maximum Available Award Fee Pool \$ _____

Total Fee \$ _____

CEILING PRICE - OPTION PERIOD 1 (12 Months) \$ _____

(2) **Second Option Period**

Option Term: Twelve (12) Months
 Period: []
 Estimated Level of Effort [] DPLH

Contractor Option Two
 (\$/Hour)
 Year 4

Labor Category(ies)

* * *
 Key Personnel
 ____ (Name) ____ \$ ____
 ____ (Name) ____
 Other ____

* * *
 Key Personnel
 ____ (Name) ____ \$ ____
 ____ (Name) ____
 Other ____

Subcontractor(s) Option Two
 (\$/Hour)
 Year 4

(1) (Company Name)

Labor Category(ies)

* * *
 Key Personnel
 ____ (Name) ____ \$ ____
 ____ (Name) ____
 Other ____

* * *
 Key Personnel
 ____ (Name) ____ \$ ____
 ____ (Name) ____
 Other ____

Subcontractor Option Two
 (\$/Hour)
 Year 4

(2) (Company Name)

Labor Category(ies)

* * *

Key Personnel

____ (Name) _____ \$ _____

____ (Name) _____ _____

Other _____

* * *

Key Personnel

____ (Name) _____ \$ _____

____ (Name) _____ _____

Other _____

Option Two
(\$/Hour)
Year 4

Consultant(s)

Labor Category(ies)

* * *

Key Personnel

____ (Name) _____ \$ _____

____ (Name) _____ _____

Other _____

____ (Name) _____ \$ _____

____ (Name) _____ _____

* * *

Key Personnel

____ (Name) _____ \$ _____

____ (Name) _____ _____

Option Two
(\$/Hour)
Year 4

Consultant(s) (Continued)

Other _____

____ (Name) _____ \$ _____

____ (Name) _____ _____

Other Direct Costs (ODC's) NOT-TO-EXCEED	\$ _____
Base Fee	\$ _____
Maximum Available Award Fee Pool	\$ _____
Total Fee	\$ _____

CEILING PRICE - OPTION PERIOD 2 (12 Months) \$ _____

(3) **Third Option Period**

Option Term:	Twelve (12) Months
Period:	[]
Estimated Level of Effort	[] DPLH

	Option Three
	(\$/Hour)
Contractor	Year 5

Labor Category(ies)

* * *

Key Personnel	
____ (Name) _____	\$ _____

____ (Name) _____	_____
-------------------	-------

Other	_____
-------	-------

* * *

Key Personnel	
____ (Name) _____	\$ _____

____ (Name) _____	_____
-------------------	-------

Other	_____
-------	-------

	Option Three
	(\$/Hour)
Subcontractor(s)	Year 5

(1) (Company Name)

Labor Category(ies)

* * *

Key Personnel	
____ (Name) _____	\$ _____

____ (Name) _____	_____
-------------------	-------

Other	_____
-------	-------

* * *

Key Personnel	
____ (Name) _____	\$ _____

____ (Name) _____

Other _____

Option Three
(\$/Hour)
Year 5

Subcontractor

(2) (Company Name)

Labor Category(ies)

* * *

Key Personnel

____ (Name) _____ \$ _____

____ (Name) _____

Other _____

* * *

Key Personnel

____ (Name) _____ \$ _____

____ (Name) _____

Other _____

Option Three
(\$/Hour)
Year 5

Consultant(s)

Labor Category(ies)

* * *

Key Personnel

____ (Name) _____ \$ _____

____ (Name) _____

Other _____

____ (Name) _____ \$ _____

____ (Name) _____

* * *

Key Personnel

____ (Name) _____ \$ _____

____ (Name) _____

Consultant(s) (Continued)	Option Three (\$/Hour) Year 5
---------------------------	-------------------------------------

Other

_____ (Name) _____	\$ _____
--------------------	----------

_____ (Name) _____	_____
--------------------	-------

Other Direct Costs (ODC's) NOT-TO-EXCEED	\$ _____
Base Fee	\$ _____
Maximum Available Award Fee Pool	\$ _____
Total Fee	\$ _____

CEILING PRICE - OPTION PERIOD 3 (12 Months) \$ _____

B.13 52.217-8 Option to Extend Services (NOV 1999)

The Government may require continued performance of any services within the limits and at the rates specified in the contract. These rates may be adjusted only as a result of revisions to prevailing labor rates provided by the Secretary of Labor. The option provision may be exercised more than once, but the total extension of performance hereunder shall not exceed 6 months. The Contracting Officer may exercise the option by written notice to the Contractor within 30 days.

SECTION C - DESCRIPTION/SPECIFICATIONS/WORK STATEMENT

C.1 Performance Work Statement

The Performance Work Statement is Attachment A to this contract and is listed in Section J.

C.2 Results of Scientific and Technical Work Supported By DOE (JUN 1999)

The Contractor and its subcontractors shall provide one reproducible master plus one copy of documents (including such items as scientific and technical reports, journal article reprints, conference papers and proceedings, theses, translations, etc.) which communicate the results of scientific and technical work supported by DOE, whether or not specifically identified in the contract, to the following address:

Department of Energy
Office of Scientific and Technical Information
Special Assistant for Reproduction and Processing
Post Office Box 62
Oak Ridge, Tennessee 37831

Documentation shall be submitted in accordance with DOE Order 1332.1A, and DOE G 241.1-1A entitled GUIDE TO THE MANAGEMENT OF SCIENTIFIC AND TECHNICAL INFORMATION. Note that in accordance with DOE G 241.1-1A, it is preferred that products be delivered in one of the acceptable electronic formats.

SECTION D - PACKAGING AND MARKING

D.1 Packaging (APR 1984)

(a) Preservation, packaging, and packing for shipment or mailing of all work delivered hereunder shall be in accordance with good commercial practice and adequate to insure acceptance by common carrier and safe transportation at the most economical rate(s).

(b) Except for those reports required by the Reporting Requirements Checklist of the contract, which are coded by A (As required) or X (With proposal) where the urgency of receipt of the report by the Government necessitates the use of the most expeditious method of delivery, reports deliverable under this contract shall be mailed by other than first-class mail, unless the urgency of the deliverable sufficiently justifies the use of first-class mail. The Contractor shall not utilize certified or registered mail or private parcel delivery service for the distribution of reports under this contract without the advance approval of the Contracting Officer except for those reports coded A or X.

D.2 Marking (APR 1984)

(a) Each package, report or other deliverable shall be accompanied by a letter or other document which:

(1) Identifies the contract by number under which the item is being delivered.

(2) Identifies the deliverable Item Number or Report Requirement which requires the delivered item(s).

(3) Indicates whether the Contractor considers the delivered item to be a partial or full satisfaction of the requirement.

(b) For any package, report, or other deliverable being delivered to a party other than the Contracting Officer, a copy of the document required in (a) above shall be simultaneously provided to the office administering the contract, as identified in Section G of the contract, or if none, to the Contracting Officer.

D.3 Security Requirements (JUL 2001)

The Contractor shall comply with the security requirements for packaging, marking, mailing, and shipping classified materials as prescribed by the current Department of Energy (DOE) directives.

SECTION E - INSPECTION AND ACCEPTANCE

E.1 Inspection (JUL 1991)

Inspection of all items under this contract shall be accomplished by the DOE Contracting Officer's Representative (COR), or any other duly authorized Government representative and will be conducted in accordance with clause entitled "Inspection - Time-and-Materials and Labor-Hour."

E.2 Acceptance (FEB 1987)

Acceptance of all work and effort under this contract (including "Reporting Requirements," if any) shall be accomplished by the Contracting Officer, or any duly designated representative.

E.3 52.246-6 Inspection - Time-and-Material and Labor-Hour. (MAY 2001)

(a) *Definitions.* As used in this clause--

"Contractor's managerial personnel," means any of the Contractor's directors, officers, managers, superintendents, or equivalent representatives who have supervision or direction of -

- (1) All or substantially all of the Contractor's business;
- (2) All or substantially all of the Contractor's operation at any one plant or separate location where the contract is being performed; or
- (3) A separate and complete major industrial operation connected with the performance of this contract.

"Materials," includes data when the contract does not include the Warranty of Data clause.

(b) The Contractor shall provide and maintain an inspection system acceptable to the Government covering the material, fabricating methods, work, and services under this contract. Complete records of all inspection work performed by the Contractor shall be maintained and made available to the Government during contract performance and for as long afterwards as the contract requires.

(c) The Government has the right to inspect and test all materials furnished and services performed under this contract, to the extent practicable at all places and times, including the period of performance, and in any event before acceptance. The Government may also inspect the plant or plants of the Contractor or any subcontractor engaged in contract performance. The Government shall perform inspections and tests in a manner that will not unduly delay the work.

(d) If the Government performs inspection or test on the premises of the Contractor or a subcontractor, the Contractor shall furnish and shall require subcontractors to furnish all reasonable facilities and assistance for the safe and convenient performance of these duties.

(e) Unless otherwise specified in the contract, the Government shall accept or reject services and materials at the place of delivery as

promptly as practicable after delivery, and they shall be presumed accepted 60 days after the date of delivery, unless accepted earlier.

(f) At any time during contract performance, but not later than 6 months (or such other time as may be specified in the contract) after acceptance of the services or materials last delivered under this contract, the Government may require the Contractor to replace or correct services or materials that at time of delivery failed to meet contract requirements. Except as otherwise specified in paragraph (h) of this clause, the cost of replacement or correction shall be determined under the Payments Under Time-and-Materials and Labor-Hour Contracts clause, but the "hourly rate" for labor hours incurred in the replacement or correction shall be reduced to exclude that portion of the rate attributable to profit. The Contractor shall not tender for acceptance materials and services required to be replaced or corrected without disclosing the former requirement for replacement or correction, and, when required, shall disclose the corrective action taken.

(g) (1) If the Contractor fails to proceed with reasonable promptness to perform required replacement or correction, and if the replacement or correction can be performed within the ceiling price (or the ceiling price as increased by the Government), the Government may -

(i) By contract or otherwise, perform the replacement or correction, charge to the Contractor any increased cost, or deduct such increased cost from any amounts paid or due under this contract; or

(ii) Terminate this contract for default.

(2) Failure to agree to the amount of increased cost to be charged to the Contractor shall be a dispute.

(h) Notwithstanding paragraphs (f) and (g) above, the Government may at any time require the Contractor to remedy by correction or replacement, without cost to the Government, any failure by the Contractor to comply with the requirements of this contract, if the failure is due to -

(1) Fraud, lack of good faith, or willful misconduct on the part of the Contractor's managerial personnel; or

(2) The conduct of one or more of the Contractor's employees selected or retained by the Contractor after any of the Contractor's managerial personnel has reasonable grounds to believe that the employee is habitually careless or unqualified.

(i) This clause applies in the same manner and to the same extent to corrected or replacement materials or services as to materials and services originally delivered under this contract.

(j) The Contractor has no obligation or liability under this contract to correct or replace materials and services that at time of delivery do not meet contract requirements, except as provided in this clause or as may be otherwise specified in the contract.

(k) Unless otherwise specified in the contract, the Contractor's obligation to correct or replace Government-furnished property shall be

governed by the clause pertaining to Government property.

SECTION F - DELIVERIES OR PERFORMANCE

F.1 Term of Contract (JAN 1992)

The term of this contract is 24 months after the effective date of this contract.

F.2 Exercise of Option(s) (SEP 1995)

The Department of Energy has included an option to purchase additional quantities of supplies or services and to extend the term of this contract. In order to demonstrate the value it places on quality performance, the Department has provided a mechanism for continuing a contractual relationship with a successful Contractor that performs at a level which meets or exceeds quality performance expectations as communicated to the Contractor, in writing by the Contracting Officer or designated representative. When deciding whether to exercise the option, the Contracting Officer will consider the quality of the contractor's performance under this contract.

F.3 Option to Extend the Term of the Contract

The contract resulting from this solicitation contains options which shall be renewable, at the unilateral option of the Government, by the Contracting Officer's giving written preliminary notice of renewal to the Contractor within the period of performance specified in this contract and at least thirty (30) days prior to its expiration. The preliminary notice does not commit the Government to the extension. All option periods are set forth in Section B. The total duration of this contract, including the exercise of any option under this clause, shall not exceed 66 months.

F.4 Principal Place of Performance (APR 1984)

The principal place of performance is the DOE Headquarters facility located in Germantown, MD and the National Archives and Records Administration (NARA) located in College Park, MD.

SECTION G - CONTRACT ADMINISTRATION DATA

G.1 Correspondence Procedures (NOV 2000)

To promote timely and effective administration, correspondence submitted under this contract shall include the contract number and shall be subject to the following procedures:

(a) Technical Correspondence. Technical correspondence (as used herein, this term excludes technical correspondence where patent or technical data issues are involved and correspondence which proposes or otherwise involves waivers, deviations, or modifications to the requirements, terms, or conditions of this contract) shall be addressed to the DOE Contracting Officer's Representative (COR), with an information copy of the correspondence to the DOE Contracting Officer (see below paragraph (c) and to the cognizant Government Contract Administration Office (if other than DOE) designated in Block 24 of the Contract Form (Solicitation, Offer, and Award Standard Form 33) of this contract or if a Standard Form 26 is used (Award/Contract) the Government Contract Administration Office designated in block 7 of this contract.

(b) Other Correspondence.

(1) If no Government Contract Administration Office is designated on the Contract Form of this contract, all correspondence, other than technical correspondence, shall be addressed to the DOE Contracting Officer, with information copies of the correspondence to the DOE COR, and to the DOE Patent Counsel (where patent or technical data issues are involved).

(2) If a Government Contract Administration Office is designated on the contract form of this contract, all administrative correspondence, other than technical correspondence, shall be addressed to the Government Contract Administration Office so designated, with information copies of the correspondence to the DOE Contracting Officer, DOE COR, and to the DOE Patent Counsel (where patent or technical data issues are involved).

(c) The DOE Contract Specialist for the contract is located at the address in (d) below and is as follows:

Contract Specialist: Mary L. Pitt
Telephone Number : (202)287-1571

The Contractor shall use the DOE Contract Specialist as the focal point for all matters regarding this contract except technical matters (see (a) above for definition of technical matters).

(d) DOE Contracting Officer Address. The Contracting Officer address is as follows:

Contracting Officer (Do not use name of Contracting Officer)
U.S. Department of Energy
Headquarters Procurement Services
Division C (MA-643.2)
1000 Independence Avenue, S.W.
Washington, D.C. 20585-1615
ATTN: DE-[]

(e) Technical Reports. Procedures for technical reports are described in the

Reporting Requirements Checklist, Attachment C to the contract listed at Section J.

G.2 Billing Instructions (APR 2004)

(a) **After May 31, 2004** - The Contractor is encouraged to submit, in accordance with the Payments provisions of this contract, an electronic Invoice using the Vendor Inquiry Payment Electronic Reporting System (VIPERS) system at <http://finweb.oro.doe.gov/vipers.htm>. The benefits of using the electronic invoicing function within VIPERS include increased accuracy and response time, thus resulting in more expeditious payment of invoices. Detailed instructions on how to enroll and use the system are provided on the web page.

However, paper submissions can still be accommodated. The Contractor shall submit the original of any paper invoice(s) in accordance with the Payments provision of this contract to:

U.S. Department of Energy
Oak Ridge Operations Office
Oak Ridge Financial Service Center
P.O. Box 4937,
Oak Ridge, TN 37831

A paper voucher is not considered to be received by DOE until the original is received at the above address. An additional paper copy of the voucher is to be provided to the Contracting Officer's Representative specified in the Section G clause entitled "DOE Contracting Officer 's Representative (COR) Address."

(b) Each invoice or voucher submitted shall be prepared using no less than a 12 pitch font and shall include the following:

- (1) Contract Number
- (2) Contractor Name
- (3) Date of Invoice
- (4) Invoice Number
- (5) Invoice Amount
- (6) Period Covered by Invoice
- (7) Cumulative Amount Invoiced to Date
- (8) Labor Charges shall be accompanied by the following:
 - (i) A listing of the hours expended during the invoice period and totals to date, broken down by labor categories/key individuals with the associated fixed rates identified within Section B of this contract.
 - (ii) The invoice or voucher shall further segregate costs by Task Assignment, identifying current and cumulative billings for each Task Assignment.
 - (iii) Invoices for Task Assignments which span two or more contract years shall be segregated by the contract years involved, by both cost and DPLH.
- (9) ODC charges shall be accompanied by a detailed listing by Task Assignment of all reimbursable other direct costs in accordance with the Payment clause in Section H of this contract.
- (10) All charges for other than the DPLH expended by the Prime Contractor shall be accompanied by copies of

invoices for the related charges and evidence of payment thereof. The only exception to this requirement, as provided by Section I of this contract, shall be for small business concerns. Small business concerns must have incurred the associated charges, but need not have already paid the invoices for the charges involved, prior to including them within an invoice or voucher to the Government.

G.3 DOE Contracting Officer's Representative (COR) Address (JAN 1990)

(a) The COR's address is as follows:

U.S. Department of Energy
ATTN: []
Office Symbol: []
1000 Independence Ave., S.W.
Washington, D.C. 20585
Telephone Number []

(b) The Contractor shall use the COR as the point of contact on technical matters (See the Correspondence Procedures clause, above, for definition), subject to the restrictions of clause H.4 entitled "Technical Direction" located in Section H.

G.4 DOE Contracting Office Address (NOV 2000)

(a) The Contracting Officer's address is as follows:

U.S. Department of Energy
Headquarters Procurement Services
Division C (MA-643.2)
1000 Independence Avenue, S.W.
Washington, D.C. 20585-1615
ATTN: DE-AC01-[]

The DOE Contract Specialist for the contract is located at the address in (a) above and is as follows:

Contract Specialist: Mary L. Pitt

Telephone Number : (202) 287-1571

G.5 Security Clearance Requirement

All employees shall possess an active Department of Energy "Q" access authorization. The Contractor shall ensure that all DOE documents under this contract, and the information contained therein are protected from unauthorized use and mishandling by assigned personnel. Controlled documents must be stored in a government approved storage container when not under the direct control or in the possession of authorized Contractor personnel in accordance with laws, regulations, and Departmental orders.

The Contractor shall not provide any Government documents, information or licensed material in any form to sources not authorized by DOE without the written approval of the COR during the period of performance of this contract or any time afterwards. Execution of Non-Disclosure Statements shall be

required on Contract.

A) Personnel Security Requirements

The Contractor must notify the COR of any changes in personnel assignments thirty (30) days prior to making any personnel changes (with the exception of Key Personnel- See H.13) where security clearances are required.

B) Personnel Security Clearance Clause:

(1) All Contractor personnel are required to have an active Department of Energy "Q" access authorization (security clearance). The services to be performed under any task assignment issued may involve access to classified data and information, which must be controlled pursuant to applicable DOE Orders, policies, directives and procedures.

(2) The Contractor shall ensure that all personnel assigned under any task assignment issued possess a DOE "Q" access authorization (clearance).

(3) The Contractor shall be required to conduct pre-employment investigative screening of prospective employees in order to ensure trustworthiness and reliability for all individuals who do not possess a DOE "Q" access authorization. For these individuals, the Contractor shall provide certification to the Contracting Officer that an investigative screening has been completed prior to employment. The certification shall include, at a minimum, verification of identity, previous employment and education, and the results of credit and law enforcement checks.

(4) Requests for access authorization shall not be submitted until the contract has been awarded, and a favorable Foreign Ownership, Control, or Influence (FOCI) determination has been rendered by DOE before an access authorization will be granted, reinstated, continued, extended, or transferred for the Contractor's applicant for employment.

(5) The Contractor shall perform a pre-employment check of prospective employees to determine suitability of employment. The DOE has final authority in determining an individual's security clearance eligibility. The Contractor shall submit requests for "Q" security clearances in accordance with standard DOE procedures. A minimum of 6-18 months should be allowed for the Department to receive, process, and respond to any request for a new or upgraded security clearance. An active Top Secret or other Single Scope Background Investigation (provided that the background investigation is less than 5 years old) may be used to request a clearance on an accelerated basis. However, during security clearance processing, any personnel that do not possess clearances shall not work under this contract.

(6) The Contractor shall turn in badges for employees: (a) who are no longer working on any task/subtask under the contract or letter of obligation; (b) who no longer require access; (c) when their badge expires; or (d) when any task assignment issued or letter of obligation expires or is terminated. Badges shall be returned to the cognizant DOE Security official.

SECTION H - SPECIAL CONTRACT REQUIREMENTS

H.1 Consecutive Numbering (APR 1984)

Due to automated procedures employed in formulating this document, clauses and provisions contained within may not always be consecutively numbered.

H.2 Confidentiality of Information (APR 1984)

(a) To the extent that the work under this contract requires that the Contractor be given access to confidential or proprietary business, technical, or financial information belonging to the Government or other companies, the Contractor shall, after receipt thereof, treat such information as confidential and agree not to appropriate such information to its own use or to disclose such information to third parties unless specifically authorized by the Contracting Officer in writing. The foregoing obligations, however, shall not apply to:

(1) Information which, at the time of receipt by the Contractor, is in the public domain;

(2) Information which is published after receipt thereof by the Contractor or otherwise becomes part of the public domain through no fault of the Contractor;

(3) Information which the Contractor can demonstrate was in his possession at the time of receipt thereof and was not acquired directly or indirectly from the Government or other companies;

(4) Information which the Contractor can demonstrate was received by it from a third party who did not require the Contractor to hold it in confidence.

(b) The Contractor shall obtain the written agreement, in a form satisfactory to the Contracting Officer, of each employee permitted access, whereby the employee agrees that he will not discuss, divulge or disclose any such information or data to any person or entity except those persons within the Contractor's organization directly concerned with the performance of the contract.

(c) The Contractor agrees, if requested by the Government, to sign an agreement identical, in all material respects, to the provisions of this clause, with each company supplying information to the Contractor under this contract, and to supply a copy of such agreement to the Contracting Officer. From time to time upon request of the Contracting Officer, the Contractor shall supply the Government with reports itemizing information received as confidential or proprietary and setting forth the company or companies from which the Contractor received such information.

(d) The Contractor agrees that upon request by DOE it will execute a DOE-approved agreement with any party whose facilities or proprietary data it is given access to or is furnished, restricting use and disclosure of the data or the information obtained from the facilities. Upon request by DOE, such an agreement shall also be signed by Contractor personnel.

(e) This clause shall flow down to all subcontracts.

H.3 Representations, Certifications and Other Statements of the Offeror (MAY 2005)

The Annual Representations, Certifications and Other Statements of the Offeror completed in the online Representations and Certifications Application website apply to this contract and are hereby incorporated by reference.

H.4 Technical Direction (JAN 2000)

(a) Performance of the work under this contract shall be subject to the technical direction of the Contracting Officer's Representative (COR) identified elsewhere in this contract. The term "technical direction" is defined to include, without limitation:

(1) Directions to the Contractor which fill in details or otherwise serve to accomplish the contractual Statement of Work.

(2) Provision of written information to the Contractor which assists in the interpretation of drawings, specifications or technical portions of the work description.

(3) Review and, where required by the contract, approval of technical reports, drawings, specifications and technical information to be delivered by the Contractor to the Government under the contract.

(b) Technical direction must be within the scope of work stated in the contract. The COR does not have the authority to, and may not, issue any technical direction which:

(1) Constitutes an assignment of additional work outside the Statement of Work;

(2) Constitutes a change as defined in the contract clause entitled "Changes";

(3) In any manner causes an increase or decrease in the total price or the time required for contract performance;

(4) Changes any of the expressed terms, conditions or specifications of the contract; or

(5) Interferes with the Contractor's right to perform the terms and conditions of the contract.

(c) All technical directions shall be issued in writing by the COR.

(d) The Contractor shall proceed promptly with the performance of technical directions duly issued by the COR in the manner prescribed by this article and within his authority under the provisions of this clause. If, in the opinion of the Contractor, any instruction or direction by the COR falls within one of the categories defined in (b) (1) through (5) above, the Contractor shall not proceed but shall notify the Contracting Officer in writing within five (5) working days after receipt of any such instruction or direction and shall request the Contracting Officer to modify the contract accordingly. Upon receiving the notification from the Contractor, the Contracting Officer shall:

(1) Advise the Contractor in writing within thirty (30) days after receipt of the Contractor's letter that the technical direction is within the scope of the contract effort and does not constitute a change under the "Changes" clause of the contract; or

(2) Advise the Contractor within a reasonable time that the Government will issue a written change order.

(e) A failure of the Contractor and Contracting Officer to agree that the technical direction is within the scope of the contract, or a failure to agree upon the contract action to be taken with respect thereto, shall be subject to the provisions of the clause entitled "Disputes" of the contract (see Section I - Contract Clauses, clause I.1 52.252-2 Clauses Incorporated by Reference."

H.5 Modification Authority (APR 1984)

Notwithstanding any of the other provisions of this contract, the Contracting Officer shall be the only individual authorized to:

- (a) accept nonconforming work,
- (b) waive any requirement of this contract, or
- (c) modify any term or condition of this contract.

H.6 Reserved

H.7 Subcontracts (July 2002)

(a) Prior to the placement of subcontracts and in accordance with the "Subcontracts" clause in Section I, the Contractor shall ensure that:

(1) they contain all of the clauses of this contract (altered when necessary for proper identification of the contracting parties) which contain a requirement for such inclusion in applicable subcontracts. Particular attention should be directed to the potential flowdown applicability of the clauses entitled "Utilization of Small Business Concerns and Small Disadvantaged Business Concerns" and "Small Business and Small Disadvantaged Business Subcontracting Plan" contained in Section I of the contract;

(2) any applicable subcontractor Certificate of Current Cost or Pricing Data (see FAR 15.404-3(b)) and subcontractor Representations and Certifications (see Section K, and the document referenced in the clause entitled "Representations, Certifications and Other Statements of the Offeror" contained in this Section H) are received; and

(3) any required prior notice and description of the subcontract is given to the Contracting Officer and any required consent is received. Except as may be expressly set forth therein, any consent by the Contracting Officer to the placement of subcontracts shall not be construed to constitute approval of the subcontractor or any subcontract terms or conditions, determination of the allowability of any cost revision of this contract or any of the respective obligations of the parties thereunder, or creation of any subcontractor privity of contract with the Government.

(b) Prior to the award of any subcontracts for advisory and assistance services, the Contractor shall obtain from the proposed subcontractor, the disclosure required by 48 CFR (DEAR) 909.507-1, and shall determine in writing whether the interests disclosed present an actual or significant potential for an organizational conflict of interest, in accordance with the clause contained in Section I of this contract. No work shall be performed by the subcontractor until the Contractor has cleared the subcontractor for Organizational Conflicts

of Interest (OCI).

H.8 Services of Consultants (DEC 1996)

(a) In addition to the provisions of the clause of this contract entitled "Subcontracts" the prior written consent of the Contracting Officer also shall be obtained:

(1) Whenever any employee of the Contractor is to be reimbursed as a "consultant" under this contract; or

(2) For the utilization of the services of any consultant under this contract exceeding the daily rates of \$278, exclusive of travel costs, or

(3) Where the services of any consultant under this contract will exceed ten days in any calendar year, or exceed a total value of \$2,500.

(b) Whenever Contracting Officer written consent is required, the Contractor will obtain and furnish to the Contracting Officer information concerning the need for and selection of such consultant services and the reasonableness of the fees to be paid, including, but not limited to, whether fees to be paid to any consultant exceed the lowest fee charged by such consultant to others for performing consulting services of a similar nature.

(c) Prior to the award of any consultant agreements for advisory and assistance services, the Contractor shall obtain from the proposed consultant the disclosure required by 48 CFR (DEAR) 909.507-1, and shall determine in writing whether the interests disclosed present an actual or significant potential for an organizational conflict of interest, in accordance with clause I.16 "952.209-72 Organizational Conflicts of Interest" contained in Section I of this contract. No work shall be performed by the consultant until the Contractor has cleared the consultant for Organizational Conflicts of Interest (OCI).

H.9 Position Qualifications (APR 1984)

Contractor direct labor personnel assigned to the performance of this contract shall satisfy as a minimum the applicable labor category qualifications, both education and experience, set forth in the "Position Qualifications" Attachment B to this contract, except as the Contracting Officer may authorize. (See Section J).

H.10 Information Technology Equipment (ITE) Leasing

(a) If the Contractor leases ITE for use under this contract, the Contractor shall include a provision in the rental contract stating that the Government shall have the unilateral right to exercise any purchase option under the rental contract between the Contractor and the ITE vendor and to realize any other benefits earned through rental payments.

(b) The Contractor shall furnish a copy of the rental contract to the Contracting Officer under the terms of this provision.

H.11 Information Technology Equipment (ITE) Usage

ITE requirements which were not included in the Contractor's original proposal

may not be acquired (leased or purchased) without the prior written consent of the Contracting Officer. Whenever Contracting Officer written consent is required, the Contractor will furnish to the Contracting Officer information concerning the need for and selection of such ITE, the specific make(s) and model(s), and the lease versus purchase determination.

H.12 Rights to Proposal Data (APR 1984)

Pursuant to the Section I clause entitled "Rights to Proposal Data" the following portions of the Contractors proposal is listed as proprietary data:

Contractor's proposal dated: []

Page numbers of proprietary data within the Contractor's proposal: []

H.13 Required Key Personnel (APR 2005)

(a) Pursuant to the Section I clause entitled "Key Personnel," the Contractor's key personnel are as follows:

NAME	TITLE
_____	<u>Program Manager</u>
_____	<u>Task Area Manager</u>
_____	<u>Task Area Manager</u>
_____	<u>Task Area Manager</u>
_____	<u>Senior Technical Analyst</u>
_____	<u>Senior Technical Analyst</u>
_____	<u>Senior Technical Analyst</u>
_____	<u>Senior Technical Analyst</u>
_____	<u>Senior Technical Analyst</u>
_____	<u>Senior Technical Analyst</u>
_____	<u>Senior Technical Analyst</u>
_____	<u>Senior Technical Analyst</u>
_____	<u>Senior Technical Analyst</u>
_____	<u>Senior Technical Analyst</u>
_____	<u>Senior Trainer</u>

(b) The Offeror agrees to assign to this contract those key personnel listed in paragraph (a) above. No substitutions shall be made except in accordance with this clause and clause 952.235-70, Key Personnel, incorporated by reference in Section I (See clause I.1 52.252-2 Clauses Incorporated by Reference). If

there is a conflict between these two clauses this H.13 clause takes precedence.

(c) The Offeror agrees that during the first 120 days of the contract performance period no personnel substitutions will be permitted unless such substitutions are necessitated by an individual's sudden illness, death or termination of employment. In any of these events, the Contractor shall promptly notify the Contracting Officer and provide the information required by paragraph (d) below. After the initial 120 day period, all proposed substitutions must be submitted in writing, at least thirty 30 days in advance of the proposed substitutions to the Contracting Officer. These substitution requests shall provide the information required by paragraph (d) below.

(d) All requests for approval of substitutions under this contract must be in writing and provide a detailed explanation of the circumstances necessitating the proposed substitutions. They must contain a complete resume for the proposed substitute and any other information requested by the Contracting Officer or needed by the Contracting Officer to approve or disapprove the proposed substitutions. All substitutions proposed during the duration of this contract must have the qualifications of the person being replaced. The Contracting Officer or the authorized representative will evaluate such requests and promptly notify the Contractor of the approval or disapproval thereof in writing.

(e) If the Contracting Officer determines that suitable and timely replacement of key personnel who have been reassigned, terminated or have otherwise become unavailable for the contract work is not reasonably forthcoming or that the resultant reduction of productive effort would be so substantial as to impair the successful completion of the contract or the task assignments, the contract may be terminated by the Contracting Officer for default or for the convenience of the Government, as appropriate. In addition, if the Contractor is found at fault for the condition, the Contracting Officer may elect to equitably decrease the contract price or award fee to compensate the Government for any resultant delay, loss or damage.

H.14 Ordering Procedure (DEC 1996)

Performance under this contract shall be subject to the following ordering procedure:

(a) The Contractor shall incur costs under this contract only in the performance of Task Assignments and revisions to Task Assignments issued in accordance with this ordering procedure. No payment will be made for other work performed without the express written consent of the Contracting Officer (CO) or designee.

(b) From time to time during the period of performance of this contract, Task Assignments will be issued in writing by the Contracting Officer or designee to the Contractor designating (1) the task to be performed; (2) the schedule of performance; (3) authorized travel; and (4) any Government-furnished property. Such Task Assignments will specify deliverables and required delivery dates. Deliverables may consist of statements, charts, reports, briefing notes, tabulations, viewgraphs, and other forms of presentation as appropriate. If appropriate, based on 48 CFR 945, property which is Government-furnished or Contractor acquired will also be listed in the property schedules of this contract as well as in the individual Task Assignments.

(c) Task Assignments will be issued on forms specified and provided by the

Government. Task Assignments will be numbered. A revision to a Task Assignment will be identified by an alpha designation following the existing Task Assignment number indicating the revision sequence.

(d) The Contractor shall submit within ten (10) calendar days, after receipt of each Task Assignment issued by the Contracting Officer or designee, a Contractor Task Plan on forms specified and provided by the Government. The Task Plan is the Contractor's overall estimate for the completion of the Task Assignment and shall include the following:

(1) Date of commencement of work, and any necessary revision to the schedule of performance.

(2) Direct Productive Labor Hours (DPLH), both straight and overtime, (if authorized), on a monthly basis by applicable labor category, and the total DPLH, including those in (4) below, estimated to complete the task.

(3) The travel and material estimate.

(4) An estimate for subcontractors and consultants; including the DPLH, if applicable.

(5) Reserved

(6) Other pertinent information, inter-divisional transfers, etc.

(7) The total estimated amount for completion of the Task Assignment.

(e) The Contractor's Task Plan is subject to the review and acceptance of the Contracting Officer or designee. After a Task Assignment is issued, if any revision becomes necessary to the estimated amount (more than + or - 10% variance), or level-of- effort (more than + or - 10% variance), the Contractor shall promptly submit to the Contracting Officer or designee a revised Task Plan with explanatory notes. Revised Task Plans submitted by the Contractor are also subject to the review of the Contracting Officer.

(f) This ordering procedure is of a lesser order of precedence than the "Payments Under Time-and-Materials and Labor-Hour Contracts," "Funding," "Term of Contract," or "Level of Effort" clauses of the contract. The Contractor is not authorized to incur costs on Task Assignments which are not in compliance with any of those clauses of the contract.

H.15 Level of Effort (JAN 1992)

(a) In the performance of Task Assignments issued pursuant to the ordering procedure of this contract, the Contractor shall provide that estimated total of Direct Productive Labor-Hours (DPLH) which is specified in clause B.4, Estimated Level of Effort, during the term of the contract. The term of the contract is defined as the total contract period, including all exercised options. Direct Productive Labor-Hours (DPLH) is defined as actual work hours exclusive of vacation, holiday, sick leave, and other absences.

(b) The DPLH delineated in clause B.4, Estimated Level of Effort, are provided for estimating purposes. Changes in programmatic requirements may cause a substantial increase or decrease in the number of DPLH. The Contractor shall be required to provide all DPLH which may be needed to complete the Task Assignments issued during the term of the contract. However, the Contractor

shall not proceed beyond the estimated DPLH unless authorized to do so in a contract modification issued by the Contracting Officer.

(c) Nothing in this clause shall be construed to constitute authorization for work not in accordance with the "Limitation of Cost," "Limitation of Funds," "Completion Dates," or "Term of Contract" clauses of the contract.

H.16 Observance of Legal Holidays and Administrative Leave (Government On-site Employees)

The Government hereby provides "notice" and the Contractor hereby acknowledges "receipt" that the Government personnel observe the listed days as holidays:

President's Day	Memorial Day
Independence Day	Labor Day
Veteran's Day	Thanksgiving Day
Christmas Day	New Year's Day
Columbus Day	Martin Luther King, Jr. Day

Any other day designated by Federal Statute
 Any other day designated by Executive Order
 Any other day designated by the President's Proclamation

The Contractor shall observe the above holidays on the date observed by the Government. It is understood and agreed between the Government and the Contractor that observance of such days by Government personnel shall not "on-its-face" be cause for an additional period of performance, or entitlement of compensation except as set forth within the contract.

When the Government grants administrative leave to its employees, Contractor personnel shall also be dismissed. When administrative leave is granted to Contractor personnel assigned on-site as result of inclement weather, potentially hazardous conditions, and other special circumstances, etc., it will be without loss to the Contractor. In this instance, the cost of salaries and wages to the Contractor for the period of any such excused absence shall be a reimbursable item of direct cost hereunder for employees whose regular time is normally charged direct (in accordance with the Contractor's accounting policy).

When the U.S. Government is closed due to weather conditions, Contractor employees at the DOE Germantown, Maryland location and NARA facility at College Park, Maryland will be dismissed with pay for the same duration as the DOE Federal employees.

H.17 On-Site Contractor Performance

The Contractor shall maintain satisfactory standards of employee conduct as reflected in its Personnel Policies and Procedures Manual. Each contract employee is expected to adhere to standards of conduct that reflect credit on themselves, their employer, and the United States Government. Contractor employees must be polite and courteous at all times when dealing with DOE employees, guests, and visitors. To avoid any confusion or miscommunication, the Contractor's personnel shall clearly identify themselves as employees of the Contractor, providing support to the Office of Classification. The COR reserves the right to direct the Contractor to remove any employee from the contract for failure to comply with the standards of conduct or any other requirement outlined in the contract. The Contractor shall immediately replace

such an employee to maintain continuity of services.

H.18 Payment (JUL 1991)

(a) Payment shall be made for DPLH provided in accordance with Section I, clause I.1 entitled "Payments under Time-and-Materials and Labor-Hour Contracts," FAR 52.232-7.

(b) Pursuant to Section I, clause entitled "Payments under Time-and-Materials and Labor-Hour Contracts," the Contracting Officer shall withhold 5 percent of the amount due for provision of DPLH, but the total amount withheld will not exceed \$50,000.

(c) Reimbursement for travel under this contract will be at cost and consistent with the U.S. Government Travel Regulations.

(d) All costs incurred for acquisition of materials, travel or other direct items or services will be reimbursed at actual costs (no profit) plus allocable indirect costs in accordance with the Contractor's accounting system.

(e) Subcontractors shall be compensated under this contract in accordance with the following:

(1) Subcontractors providing DPLH will be paid the fixed rate per DPLH specified in Section B, clause B.8 entitled "Direct Labor Rates", for the category of labor provided.

(2) All other subcontracts will be compensated for supplies or services provided on a reimbursable basis in accordance with the clause entitled "Payments under Time-and-Materials and Labor-Hour Contracts," located in Section I.

H.19 Funding (MAR 2006)

(a) The Schedule (See Sections A through H) specifies the amount presently available for payment by the Government and allotted to this contract, the items covered and the period of performance it is estimated the allotted amount will cover. The parties contemplate that the Government will allot additional funds incrementally to the contract up to the ceiling price specified in the Schedule. The Contractor agrees to perform, or have performed, work on the contract up to the point at which the total amount paid and payable by the Government under the contract approximates but does not exceed the total amount actually allotted by the Government to the contract.

(b) The Contractor shall notify the Contracting Officer in writing whenever it has reason to believe that the costs it expects to incur under this contract in the next 60 days, when added to all costs previously incurred, will exceed 75 percent of the total amount so far allotted to the contract by the Government. The notice shall state the estimated amount of additional funds required to continue performance for the period specified in the Schedule.

(c) Sixty days before the end of the period specified in the Schedule, the Contractor shall notify the Contracting Officer, in writing, of the estimated amount of additional funds, if any, required to continue timely performance under the contract or for any further period specified in the Schedule or otherwise agreed upon, and when the funds will be required.

(d) If, after notification, additional funds are not allotted by the end of the period specified in the Schedule or another agreed-upon date, upon the Contractor's written request, the Contracting Officer will terminate this contract on that date in accordance with the provisions of the Termination clause of this contract. If the Contractor estimates that the funds available will allow it to continue to discharge its obligations beyond that date, it may specify a later date in its request, and the Contracting Officer may terminate this contract on that later date.

(e) Except as required by other provisions of this contract, specifically citing and stated to be an exception to this clause-

(1) The Government is not obligated to compensate the Contractor for DPLH or other direct items or services provided in an amount which exceeds the total amount allotted by the Government to this contract; and

(2) The Contractor is not obligated to continue providing DPLH under this contract (including actions under the Termination clause of the contract) or incur costs in excess of the amount then allotted to the contract by the Government until the Contracting Officer notifies the Contractor, in writing, that the amount allotted by the Government has been increased and specifies an increased amount, which shall then constitute the total amount allotted by the Government to this contract.

(f) No notice, communication, or representation in any form other than that specified in subparagraph (e) (2) above, or from any person other than the Contracting Officer, shall affect the amount allotted by the Government to this contract. In the absence of the specified notice, the Government is not obligated to compensate the Contractor for performing any work in an amount which exceeds the total amount allotted by the Government to this contract, whether that excess amount arose during the course of the contract or as a result of termination.

(g) When and to the extent that the amount allotted by the Government to the contract is increased, the Contractor shall be entitled to compensation for DPLH and other direct items or services provided before the increase in an amount which exceeds the amount previously allotted by the Government to the same extent as if the DPLH and other direct items or services were provided afterward, unless the Contracting Officer issues a termination or other notice and directs that the increase is solely to cover termination or other specified expenses.

(h) Change orders shall not be considered an authorization to exceed the amount allotted by the Government specified in the Schedule, unless they contain a statement increasing the amount allotted.

(i) Nothing in this clause shall affect the right of the Government to terminate this contract. If this contract is terminated, the Government and the Contractor shall negotiate an equitable distribution of all property produced or purchased under the contract, based upon the share of costs incurred by each.

H.20 Payment of Overtime Premiums (APR 2006)

(a) Pursuant to paragraph (a)(3) of FAR 52.232-7 Payments under Time-and-Materials and Labor-Hour Contracts, incorporated by reference in Section I, the total cost of this contract contains overtime premium costs as listed below:

Overtime Premium: \$ [0]

(b) Any premium cost required in excess of the above amount shall require the prior written approval of the Contracting Officer.

H.21 Uncompensated Overtime (JAN 1993)

(This clause is applicable to any contract awarded in which the Contractor or subcontractor(s) uses direct labor hourly rates based on the use of uncompensated overtime for any Fair Labor Standards Act (FLSA) exempt salaried employees.)

1. Definitions.

Uncompensated Overtime: The hours worked in excess of the standard 40 hour work week by employees who are exempt from the Fair Labor Standards Act (FLSA), without additional compensation.

Uncompensated Overtime Rate: The hourly rate for FLSA exempt salaried employees who work uncompensated overtime hours.

2. The Contractor proposed direct labor hourly rates based upon the use of uncompensated overtime. This contract has been evaluated and awarded based on direct labor hourly rates derived from uncompensated overtime. The use of uncompensated overtime requires the development of uncompensated overtime rates and allocation of labor cost based on these rates during an accounting period.

The use of uncompensated overtime is at the Contractor's discretion and is not required by the DOE. The cost allocated to this contract and other cost objectives must be in accordance with the Contractor's uncompensated overtime method and accounting system in place when this contract was awarded.

The Contractor agrees that their current accounting system and the method of accounting for uncompensated overtime hours and rates shall not be changed without prior written notification and justification to the Contracting Officer. The notification and justification must include an estimate of the cost impact to the Government for these changes to the current uncompensated overtime system.

The Contractor also agrees that this clause will be included in any subcontract(s) awarded under this contract based on the use of uncompensated overtime.

H.22 Payment of Base Fee (Level-of-Effort Contracts) (APR 2006)

(a) The base fee specified in clauses B.8 Direct Labor Rates and B.12 Option(s) to Extend the Term of the Contract - Services shall be paid, when applicable (See term identified in clause F.1 Term of Contract), to the Contractor on the basis of the number of Direct Productive Labor Hours (DPLH) delivered relative to the number of DPLH set forth in B.4 Estimated Level of Effort.

(b) The amount of base fee earned and payable under the contract, prior to final payment, shall be the amount derived by dividing the total number of DPLH delivered to date under the contract by the total number of DPLH to be delivered under the contract, and multiplying the result by the total base fee set forth in the clause; provided, however, that this amount does not exceed 85% of the fixed fee specified in clauses B.8 Direct Labor Rates and B.12 Option(s) to Extend the Term of the Contract - Services (See FAR 52.216-8).

H.23 Performance Based Award Fee (APR 2006)

Definitions

- (i) Maximum Performance Based Award Fee Pool: The amount set forth in clause B.8 entitled "Direct Labor Rates" and clause B.12 entitled "Option(s) to Extend the Term of the Contract - Services."
- (i) Maximum Evaluation Performance Award Fee Pool: The amount of the maximum performance based award fee pool available during a given evaluation period.
- (iii) Fee Determining Official (FDO): Director, Office of Resource Management, Office of Security and Safety Performance Assurance

(a) Payment

Following the determination by the FDO, as set forth below, the Government will, on an annual basis, make payment of any performance fee as determined in accordance with the performance fee determination procedures identified below, and upon receipt of a public voucher in the amount of the performance based award fee earned.

(b) Award Fee Determination

- (i) The Government shall, at the conclusion of each annual evaluation period, evaluate the Contractor's performance for a determination of performance based award fee earned. The Government will validate, by appropriate means, the information in the Contractor's self evaluation.
- (ii) The Contractor agrees that the determination of performance based award fee earned will be made solely by the Government FDO and such determination is binding on both parties.
- (iii) The evaluation of the Contractor's performance shall be in accordance with the Performance Requirements in the Performance Work Statement. The Contractor shall be promptly advised in writing of the determination and the reasons why the performance fee was or was not earned. While it is recognized that the basis for determination of the fee shall be the evaluation by the Government in accordance with this clause, the FDO may also consider any information available to him or her which relates to the Contractor's performance of contract requirements, regardless of whether or not those requirements are specifically identified. To the extent the Contractor does not perform those requirements, the FDO may reduce the fee determination. In the event that the Contractor's performance is considered unacceptable in any area of contract

performance, even if no weight or fee is specifically assigned to the particular performance area, the FDO may at his/her sole discretion determine the Contractor's overall performance to be unacceptable, and accordingly may withhold the entire performance fee for the evaluation period.

- (iv) Any unearned award fee from each evaluation period shall not be eligible to be earned in any future period(s).

(c) Contractor Self-Assessment

Following each evaluation period, the Contractor shall submit a self-assessment within 15 calendar days after the end of the period. This self-assessment shall address both the strengths and weaknesses of the Contractor's performance during the evaluation period. Where deficiencies in performance are noted, the Contractor shall describe the actions planned or taken to correct such deficiencies and avoid their recurrence. The FDO will review the Contractor's self-assessment, if submitted, as part of the evaluation of the Contractor's management during the period. An unrealistic self-assessment will result in lower performance fee determinations. The Contractor will not be penalized for a realistic self-assessment, although deficiencies noted by the Contractor may be reflected in the Government's evaluation. The self-assessment itself will not be the basis for the performance fee determination.

(d) Schedule for Performance Determinations

The performance evaluation and determination of performance fee shall be made by the Government within sixty (60) calendar days after receipt of the Contractor self-assessment. To assist in the evaluation, the evaluation panel shall receive a completed grading worksheet from each technical monitor and other reports, both oral and written as considered necessary, from all interested parties.

Based upon the above information, the fee evaluation panel will present a written recommendation to the Fee Determining Official regarding the amount of available fee to be awarded. Based upon this recommendation, the information supplied by the Contractor, and any other reports received, the Fee Determining Official will make a final determination of the performance fee to be awarded.

(e) Evaluation Categories

The Contractor will receive an overall rating on its performance of tasks issued under this contract. In evaluating the Contractor's performance, the following factors set forth below will be considered.

1. Schedule Performance (Timeliness) as measured by:
 - (i) Conformance with schedules.
 - (ii) Early identification of schedule problems & inventiveness in overcoming them to maintain progress.
 - (iii) Submission of deliverables on time.
 - (iv) Submission of deliverables ahead of schedule.
2. Management Performance as measured by:
 - (i) Effective use of personnel resources, proper and economical supervision.

- (ii) Small business Subcontracting Plan achievement.
- (iii) Clear, accurate, and inclusive reporting.
- (iv) Dependability, responsiveness, coordination, and cooperation with the DOE.
- (v) Overall business relation to customer satisfaction.
- 3. Technical Performance as measured by:
 - (i) Achievement of Performance Work Statement (PWS) performance expectations.
 - (ii) Thoroughness of approach.
 - (iii) Integration of technical efforts.
 - (iv) Compliance with requirements in the Performance Work Statement including all current and future applicable laws, regulations, and DOE directives, manuals, notices, orders, publications, and guidance.
- 4. Product Quality as measured by:
 - (i) Overall quality of deliverables.
 - (ii) Extent and accuracy of any documentation, references and background material accompanying a deliverable, if applicable.
 - (iii) Appropriateness of format and clarity, accuracy, and completeness of written products considering the intended audience for the deliverable.
 - (iv) Sufficiency of deliverable to support the decision-making process of senior DOE managers, the Secretary, Congress, and the President.
- 5. Cost Control as measured by:
 - (i) Actual costs with cost projects, relating to estimated contract costs.
 - (ii) Cost planning.
 - (iii) Timely, accurate, and complete reporting.
 - (iv) Clarity and traceability of costs relative to work schedules/technical progress.
 - (v) Cost reduction/cost avoidance initiatives.

(f) Maximum Performance Based Award Fee Pool Available

Performance Based Award Fee shall be available for consideration of payment based on the Performance Work Statement (PWS) Performance Objectives as applicable for each task assignment in the amounts identified in clauses B.8 Direct Labor Rates and B.12 Option(s) to Extend the Term of the Contract - Services.

(g) In evaluating the Contractor's Performance the following ratings will be used:

ADJECTIVE RATING	PERCENTAGE AWARD FEE	DEFINITION
OUTSTANDING	93% - 100%	Performance substantially exceeds expected levels of performance and significant achievement(s) exist. No significant deficiencies.
VERY GOOD	80% - 92%	Performance exceeds expected levels of performance. Significant achievements may exist. Although

		some deficiencies may exist, no significant deficiencies.
SATISFACTORY	70% - 79%	Performance meets expected levels. Minimum standards are exceeded and good practices are evident in contract operations. Achievements or deficiencies may or may not exist. No significant achievements or deficiencies exist.
UNSATISFACTORY	0% - 69%	Performance is less than expected. No significant achievements exist; however, significant deficiencies do exist. Performance at this level in any area in the performance evaluation may result in withholding of all fee for the evaluation period (especially if the deficiencies impact overall mission performance).
Significant is defined as a major event or sustained level of performance which due to its importance, has a substantial impact on the Contractor's ability to carry out its mission.		

H.24 Subcontracting Plan

The Contractor's Subcontracting Plan, dated _____, is hereby incorporated into this contract (See Section J, Attachment F).

H.25 Electronic Subcontracting Reporting System (OCT 2005)

The requirement for the submittal of paper versions of the Standard Form (SF) 294, Subcontracting Reports for Individual Contracts, and SF 295, Summary Subcontract Reports, as provided in FAR 52.219-9(j) is hereby deleted and is replaced with the electronic submittal of data under the Electronic Subcontract Reporting System (eSRS).

The Offeror's subcontracting plan shall include assurances that the Offeror will (1) submit the Individual Subcontracting Reports and Summary Subcontracting Reports under the eSRS and (2) ensure that its subcontractors agree to submit Individual Subcontracting Reports and Summary Subcontracting Reports at all tiers, in eSRS.

The Contractor or subcontractor shall provide such information that will allow applicable lower tier subcontractors to fully comply with the statutory requirements of FAR 19.702.

H.26 Section 508 Compliance (MAR 2004)

If applicable, Electronic and Information Technology (EIT) supplies and services acquired in this contract must conform to Section 508 of the Rehabilitation Act as amended. Information on Section 508 compliance can be found at <http://www.section508.gov>.

H.27 COMPLIANCE WITH FIPS PUB 201 (AUG 2005)

This contract involves the acquisition of hardware, software, or services

related to physical access to Federal premises or electronic authentication or access control to a Federal agency's computer systems and electronic infrastructure. Any such hardware, software, or services delivered under this contract shall comply with FIPS Pub 201, and FIPS Pub 201 shall take precedence over any conflicting performance requirement of this contract. Should the Contractor find that the statement of work or specifications of this contract do not conform to FIPS Pub 201, it shall notify the Contracting Officer of such nonconformance and shall act in accordance with instructions of the Contracting Officer.

H.28 Access To DOE-Owned Or Leased Facilities (OCT 2005)

(a) The performance of this contract requires that employees of the Contractor have physical access to DOE-owned or leased facilities; however, this clause does not control requirements for an employee's obtaining a security clearance. The Contractor understands and agrees that DOE has a prescribed process with which the Contractor and its employees must comply in order to receive a security badge that allows such physical access. The Contractor further understands that it must propose employees whose background offers the best prospect of obtaining a security badge approval for access, considering the following criteria, which are not all inclusive and may vary depending on access requirements:

- (1) is, or is suspected of being, a terrorist;
- (2) is the subject of an outstanding warrant;
- (3) has deliberately omitted, concealed, or falsified relevant and material facts from any Questionnaire for National Security Positions (SF-86), Questionnaire for Non-Sensitive Positions (SF-85), or similar form;
- (4) has presented false or forged identity source documents;
- (5) has been barred from Federal employment;
- (6) is currently awaiting a hearing or trial or has been convicted of a crime punishable by imprisonment of six (6) months or longer; or
- (7) is awaiting or serving a form of pre-prosecution probation, suspended or deferred sentencing, probation or parole in conjunction with an arrest or criminal charges against the individual for a crime that is punishable by imprisonment of six (6) months or longer.

(b) The Contractor shall assure:

(1) In initiating the process for gaining physical access, (i) compliance with procedures established by DOE in providing its employee(s) with any forms directed by DOE, (ii) that the employee properly completes any forms, and (iii) that the employee(s) submits the forms to the person designated by the Contracting Officer.

(2) In completing the process for gaining physical access, that its employee (i) cooperates with DOE officials responsible for granting access to DOE -owned or leased facilities and (ii) provides additional information, requested by those DOE officials.

(c) The Contractor understands and agrees that DOE may unilaterally deny a security badge to an employee and that the denial remains effective for that employee unless DOE subsequently determines that access may be granted. Upon notice from DOE that an employee's application for a security badge is or will be denied, the Contractor shall promptly identify and submit the forms referred to in subparagraph (b) (1) of this clause for the substitute employee. The

denial of a security badge to individual employees by DOE shall not be cause for extension of the period of performance of this Contract or any Contractor claim against DOE.

(d) The Contractor shall return to the Contracting Officer or designee the badge(s) or other credential(s) provided by DOE pursuant to this clause, granting physical access to DOE -owned or leased facilities by the Contractor's employee(s), upon (1) the termination of this Contract; (2) the expiration of this Contract; (3) the termination of employment on this Contract by an individual employee; or (4) demand by DOE for return of the badge.

(e) The Contractor shall include this clause, including this paragraph (e), in any subcontract, awarded in the performance of this Contract, in which an employee(s) of the subcontractor will require physical access to DOE -owned or leased facilities.

H.29 On-Site Personnel Staffing (APR 2006)

In order to ensure advance coordination and compliance with security and contractual requirements, the contractor shall request the Contracting Officer's approval of all personnel reassignments (including but not limited to a promotion that results in an employee being moved to a different labor category or classification), and/or relocations of personnel. The request should be submitted at least 15 working days in advance of the desired effective date of an employee reassignment and/or relocation.

The contractor's reassignment/relocation request will be coordinated with the Headquarters Facility Officer for security access authorization relative to the logistics of office space and workstation changes. The following information shall also be provided to the Contracting Officer and the Contracting Officer's Representative:

- Where the request involves a relocation, the Program Manager shall provide a narrative description of the circumstances requiring the relocation.
- Where the request involves a reassignment, the Program Manager shall provide a certification that an individual proposed for reassignment meets the contract position qualifications for the proposed new position, with supporting documentation (resume, including any reading, training, or testing certifications). This information is required for all personnel notwithstanding the advance coordination and approval requirements for Required Key Personnel contained in clause H.13.
- The Program Manager shall also provide a narrative description of the circumstances requiring the reassignment; the impact that the reassignment will have on the current duties the employee is providing; how the duties of the vacated labor category (if any) will be performed after the reassignment; a description of any salary and direct labor rate changes that may occur as a result of the reassignment; and the impact that the reassignment has on current programmatic priorities and contractual requirements. The contractor should ensure, before any proposed reassignment, that staff is utilized in a manner to best meet higher-priority tasks.

Personnel working under this contract may not be reassigned and/or relocated without written authorization from the Contracting Officer.

SECTION I - CONTRACT CLAUSES

I.1 52.252-2 Clauses Incorporated by Reference (FEB 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es):

<http://farsite.hill.af.mil>

52.202-1	Definitions.	JUL 2004
52.203-3	Gratuities.	APR 1984
52.203-5	Covenant Against Contingent Fees.	APR 1984
52.203-7	Anti-Kickback Procedures.	JUL 1995
52.203-8	Cancellation, Rescission, and Recovery of Funds for Illegal or Improper Activity.	JAN 1997
52.203-10	Price or Fee Adjustment for Illegal or Improper Activity.	JAN 1997
52.203-12	Limitation on Payments to Influence Certain Federal Transactions.	JUN 2003
52.204-4	Printed or Copied Double-Sided on Recycled Paper.	AUG 2000
52.204-9	Personal Identity Verification of Contractor Personnel	JAN 2006
52.209-6	Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment.	JAN 2005
52.215-8	Order of Precedence - Uniform Contract Format.	OCT 1997
52.215-19	Notification of Ownership Changes.	OCT 1997
52.216-7	Allowable Cost and Payment.	DEC 2002
52.216-8	Fixed Fee.	MAR 1997
52.219-8	Utilization of Small Business Concerns.	MAY 2004
52.219-9	Small Business Subcontracting Plan.	JUL 2005
52.219-14	Limitations on Subcontracting.	DEC 1996
52.219-16	Liquidated Damages - Subcontracting Plan.	JAN 1999
52.222-21	Prohibition of Segregated Facilities.	FEB 1999
52.222-3	Convict Labor.	JUN 2003
52.222-4	Contract Work Hours and Safety Standards Act - Overtime Compensation.	JUL 2005
52.222-26	Equal Opportunity.	APR 2002
52.222-35	Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans.	DEC 2001
52.222-36	Affirmative Action for Workers with Disabilities.	JUN 1998
52.222-41	Service Contract Act of 1965, as Amended.	JUL 2005
52.223-5	Pollution Prevention and Right-to-Know Information.	AUG 2003
52.223-6	Drug-Free Workplace.	MAY 2001
52.223-10	Waste Reduction Program.	AUG 2000
52.223-14	Toxic Chemical Release Reporting.	AUG 2003
52.227-14	Rights in Data - General.	JUN 1987
52.227-23	Rights to Proposal Data (Technical).	JUN 1987
52.229-3	Federal, State, and Local Taxes.	APR 2003
52.232-7	Payments under Time-and-Materials and Labor-Hour Contracts.	AUG 2005
52.232-7	Payments under Time-and-Materials and Labor-Hour Contracts. (AUG 2005) - Alternate II	FEB 2002
52.232-17	Interest.	JUN 1996
52.232-20	Limitation of Cost.	APR 1984
52.232-22	Limitation of Funds.	APR 1984

52.232-23 Assignment of Claims. JAN 1986
 52.232-25 Prompt payment. OCT 2003
 52.232-33 Payment by Electronic Funds Transfer - Central Contractor
 Registration. OCT 2003
 52.233-1 Disputes. JUL 2002
 52.233-3 Protest after Award. AUG 1996
 52.233-4 Applicable Law for Breach of Contract Claim. OCT 2004
 52.242-1 Notice of Intent to Disallow Costs. APR 1984
 52.242-3 Penalties for Unallowable Costs. MAY 2001
 52.242-4 Certification of Final Indirect Costs. JAN 1997
 52.242-13 Bankruptcy. JUL 1995
 52.244-2 Subcontracts. AUG 1998
 52.244-5 Competition in Subcontracting. DEC 1996
 52.245-1 Property Records. APR 1984
 52.245-5 Government Property (Cost-Reimbursement, Time-and-Material,
 or Labor-Hour Contracts). MAY 2004
 52.246-25 Limitation of Liability - Services. FEB 1997
 52.247-63 Preference for U.S.-Flag Air Carriers. JUN 2003
 52.247-64 Preference for Privately Owned U.S.-Flag Commercial Vessels.
 APR 2003
 52.249-6 Termination (Cost-Reimbursement). (MAY 2004) - Alternate IV
 SEP 1996
 52.249-14 Excusable Delays. APR 1984
 52.222-37 EMPLOYMENT REPORTS ON DISABLED VETERANS AND VETERANS OF THE
 VIETNAM ERA (JULY 1999) DEVIATION
 952.202-1 Definitions.
 952.235-70 Key Personnel. (APR 1994)

I.2 52.204-7 Central Contractor Registration (OCT 2003)

(a) Definitions. As used in this clause--

Central Contractor Registration (CCR) database means the primary Government repository for Contractor information required for the conduct of business with the Government.

Data Universal Numbering System (DUNS) number means the 9-digit number assigned by Dun and Bradstreet, Inc. (D&B) to identify unique business entities.

Data Universal Numbering System +4 (DUNS+4) number means the DUNS number assigned by D&B plus a 4-character suffix that may be assigned by a business concern. (D&B has no affiliation with this 4-character suffix.) This 4-character suffix may be assigned at the discretion of the business concern to establish additional CCR records for identifying alternative Electronic Funds Transfer (EFT) accounts (see the FAR at Subpart 32.11) for the same parent concern.

Registered in the CCR database means that--

- (1) The Contractor has entered all mandatory information, including the DUNS number or the DUNS+4 number, into the CCR database; and
- (2) The Government has validated all mandatory data fields and has marked the record "Active".

(b) (1) By submission of an offer, the Offeror acknowledges the requirement that a prospective awardee shall be registered in the CCR

database prior to award, during performance, and through final payment of any contract, basic agreement, basic ordering agreement, or blanket purchasing agreement resulting from this solicitation.

(2) The Offeror shall enter, in the block with its name and address on the cover page of its offer, the annotation "DUNS" or "DUNS +4" followed by the DUNS or DUNS +4 number that identifies the Offeror's name and address exactly as stated in the offer. The DUNS number will be used by the Contracting Officer to verify that the Offeror is registered in the CCR database.

(c) If the Offeror does not have a DUNS number, it should contact Dun and Bradstreet directly to obtain one.

(1) An Offeror may obtain a DUNS number--

(i) If located within the United States, by calling Dun and Bradstreet at 1-866-705-5711 or via the Internet at <http://www.dnb.com>; or

(ii) If located outside the United States, by contacting the local Dun and Bradstreet office.

(2) The Offeror should be prepared to provide the following information:

(i) Company legal business.

(ii) Tradestyle, doing business, or other name by which your entity is commonly recognized.

(iii) Company Physical Street Address, City, State, and Zip Code.

(iv) Company Mailing Address, City, State and Zip Code (if separate from physical).

(v) Company Telephone Number.

(vi) Date the company was started.

(vii) Number of employees at your location.

(viii) Chief executive officer/key manager.

(ix) Line of business (industry).

(x) Company Headquarters name and address (reporting relationship within your entity).

(d) If the Offeror does not become registered in the CCR database in the time prescribed by the Contracting Officer, the Contracting Officer will proceed to award to the next otherwise successful registered Offeror.

(e) Processing time, which normally takes 48 hours, should be taken into consideration when registering. Offerors who are not registered should consider applying for registration immediately upon receipt of this

solicitation.

(f) The Contractor is responsible for the accuracy and completeness of the data within the CCR database, and for any liability resulting from the Government's reliance on inaccurate or incomplete data. To remain registered in the CCR database after the initial registration, the Contractor is required to review and update on an annual basis from the date of initial registration or subsequent updates its information in the CCR database to ensure it is current, accurate and complete. Updating information in the CCR does not alter the terms and conditions of this contract and is not a substitute for a properly executed contractual document.

(g) (1) (i) If a Contractor has legally changed its business name, "doing business as" name, or division name (whichever is shown on the contract), or has transferred the assets used in performing the contract, but has not completed the necessary requirements regarding novation and change-of-name agreements in Subpart 42.12, the Contractor shall provide the responsible Contracting Officer a minimum of one business day's written notification of its intention to (A) change the name in the CCR database; (B) comply with the requirements of Subpart 42.12 of the FAR; and (C) agree in writing to the timeline and procedures specified by the responsible Contracting Officer. The Contractor must provide with the notification sufficient documentation to support the legally changed name.

(ii) If the Contractor fails to comply with the requirements of paragraph (g) (1) (i) of this clause, or fails to perform the agreement at paragraph (g) (1) (i) (C) of this clause, and, in the absence of a properly executed novation or change-of-name agreement, the CCR information that shows the Contractor to be other than the Contractor indicated in the contract will be considered to be incorrect information within the meaning of the "Suspension of Payment" paragraph of the electronic funds transfer (EFT) clause of this contract.

(2) The Contractor shall not change the name or address for EFT payments or manual payments, as appropriate, in the CCR record to reflect an assignee for the purpose of assignment of claims (see FAR Subpart 32.8, Assignment of Claims). Assignees shall be separately registered in the CCR database. Information provided to the Contractor's CCR record that indicates payments, including those made by EFT, to an ultimate recipient other than that Contractor will be considered to be incorrect information within the meaning of the "Suspension of payment" paragraph of the EFT clause of this contract.

(h) Offerors and Contractors may obtain information on registration and annual confirmation requirements via the internet at <http://www.ccr.gov> or by calling 1-888-227-2423, or 269-961-5757.

I.3 52.215-21 Requirements for Cost or Pricing Data or Information Other Than Cost or Pricing Data - Modifications (OCT 1997)

(a) *Exceptions from cost or pricing data.* (1) In lieu of submitting cost or pricing data for modifications under this contract, for price adjustments expected to exceed the threshold set forth at FAR 15.403-4

on the date of the agreement on price or the date of the award, whichever is later, the Contractor may submit a written request for exception by submitting the information described in the following subparagraphs. The Contracting Officer may require additional supporting information, but only to the extent necessary to determine whether an exception should be granted, and whether the price is fair and reasonable -

(i) *Identification of the law or regulation establishing the price offered.* If the price is controlled under law by periodic rulings, reviews, or similar actions of a governmental body, attach a copy of the controlling document, unless it was previously submitted to the contracting office.

(ii) *Information on modifications of contracts or subcontracts for commercial items.* (A) If -

(1) The original contract or subcontract was granted an exception from cost or pricing data requirements because the price agreed upon was based on adequate price competition or prices set by law or regulation, or was a contract or subcontract for the acquisition of a commercial item; and

(2) The modification (to the contract or subcontract) is not exempted based on one of these exceptions, then the Contractor may provide information to establish that the modification would not change the contract or subcontract from a contract or subcontract for the acquisition of a commercial item to a contract or subcontract for the acquisition of an item other than a commercial item.

(B) For a commercial item exception, the Contractor shall provide, at a minimum, information on prices at which the same item or similar items have previously been sold that is adequate for evaluating the reasonableness of the price of the modification. Such information may include -

(1) For catalog items, a copy of or identification of the catalog and its date, or the appropriate pages for the offered items, or a statement that the catalog is on file in the buying office to which the proposal is being submitted. Provide a copy or describe current discount policies and price lists (published or unpublished), e.g., wholesale, original equipment manufacturer, or reseller. Also explain the basis of each offered price and its relationship to the established catalog price, including how the proposed price relates to the price of recent sales in quantities similar to the proposed quantities.

(2) For market-priced items, the source and date or period of the market quotation or other basis for market price, the base amount, and applicable discounts. In addition, describe the nature of the market.

(3) For items included on an active Federal Supply Service Multiple Award Schedule contract, proof that an exception has been granted for the schedule item.

(2) The Contractor grants the Contracting Officer or an authorized representative the right to examine, at any time before award, books, records, documents, or other directly pertinent records to verify any request for an exception under this clause, and the reasonableness of price. For items priced using catalog or market prices, or law or regulation, access does not extend to cost or profit information or other data relevant solely to the Contractor's determination of the prices to be offered in the catalog or marketplace.

(b) *Requirements for cost or pricing data.* If the Contractor is not granted an exception from the requirement to submit cost or pricing data, the following applies:

(1) The Contractor shall submit cost or pricing data and supporting attachments in accordance with Table 15-2 of FAR 15.408.

(2) As soon as practicable after agreement on price, but before award (except for unpriced actions), the Contractor shall submit a Certificate of Current Cost or Pricing Data, as prescribed by FAR 15.406-2.

I.4 52.222-42 Statement of Equivalent Rates for Federal Hires (MAY 1989)

In compliance with the Service Contract Act of 1965, as amended, and the regulations of the Secretary of Labor (29 CFR Part 4), this clause identifies the classes of service employees expected to be employed under the contract and states the wages and fringe benefits payable to each if they were employed by the contracting agency subject to the provisions of 5 U.S.C. 5341 or 5332.

This Statement is for Information Only:

It is not a Wage Determination (see Wage Determination No. 1994-2103 (Revision No. 34))

I.6 52.237-3 Continuity of Services (JAN 1991)

(a) The Contractor recognizes that the services under this contract are vital to the Government and must be continued without interruption and that, upon contract expiration, a successor, either the Government or another Contractor, may continue them. The Contractor agrees to -

(1) Furnish phase-in training; and

(2) Exercise its best efforts and cooperation to effect an orderly and efficient transition to a successor.

(b) The Contractor shall, upon the Contracting Officer's written notice, (1) furnish phase-in, phase-out services for up to 90 days after this contract expires and (2) negotiate in good faith a plan with a successor to determine the nature and extent of phase-in, phase-out services required. The plan shall specify a training program and a date for transferring responsibilities for each division of work described in the plan, and shall be subject to the Contracting Officer's approval. The Contractor shall provide sufficient experienced personnel during the phase-in, phase-out period to ensure that the services called for by this contract are maintained at the required level of proficiency.

(c) The Contractor shall allow as many personnel as practicable to remain on the job to help the successor maintain the continuity and consistency of the services required by this contract. The Contractor also shall disclose necessary personnel records and allow the successor to conduct on-site interviews with these employees. If selected employees are agreeable to the change, the Contractor shall release them at a mutually agreeable date and negotiate transfer of their earned fringe benefits to the successor.

(d) The Contractor shall be reimbursed for all reasonable phase-in, phase-out costs (*i.e.*, costs incurred within the agreed period after contract expiration that result from phase-in, phase-out operations) and a fee (profit) not to exceed a pro rata portion of the fee (profit) under this contract.

I.7 52.243-3 Changes - Time-and-Materials or Labor-Hours (SEP 2000)

(a) The Contracting Officer may at any time, by written order, and without notice to the sureties, if any, make changes within the general scope of this contract in any one or more of the following:

- (1) Description of services to be performed.
- (2) Time of performance (*i.e.*, hours of the day, days of the week, etc.).
- (3) Place of performance of the services.
- (4) Drawings, designs, or specifications when the supplies to be furnished are to be specially manufactured for the Government in accordance with the drawings, designs, or specifications.
- (5) Method of shipment or packing of supplies.
- (6) Place of delivery.
- (7) Amount of Government-furnished property.

(b) If any change causes an increase or decrease in any hourly rate, the ceiling price, or the time required for performance of any part of the work under this contract, whether or not changed by the order, or otherwise affects any other terms and conditions of this contract, the Contracting Officer will make an equitable adjustment in any one or more of the following and will modify the contract accordingly:

- (1) Ceiling price.
- (2) Hourly rates.
- (3) Delivery schedule.
- (4) Other affected terms.

(c) The Contractor shall assert its right to an adjustment under this clause within 30 days from the date of receipt of the written order. However, if the Contracting Officer decides that the facts justify it,

the Contracting Officer may receive and act upon a proposal submitted before final payment of the contract.

(d) Failure to agree to any adjustment will be a dispute under the Disputes clause. However, nothing in this clause excuses the Contractor from proceeding with the contract as changed.

I.8 52.244-6 Subcontracts for Commercial Items (DEC 2004)

(a) Definitions. As used in this clause--

"Commercial item" has the meaning contained in Federal Acquisition Regulation 2.101, Definitions.

"Subcontract" includes a transfer of commercial items between divisions, subsidiaries, or affiliates of the Contractor or subcontractor at any tier.

(b) To the maximum extent practicable, the Contractor shall incorporate, and require its subcontractors at all tiers to incorporate, commercial items or nondevelopmental items as components of items to be supplied under this contract.

(c) (1) The following clauses shall be flowed down to subcontracts for commercial items:

(i) 52.219-8, Utilization of Small Business Concerns (MAY 2004) (15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds \$500,000 (\$1,000,000 for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

(ii) 52.222-26, Equal Opportunity (APR 2002) (E.O. 11246).

(iii) 52.222-35, Affirmative Action for Disabled Veterans and Veterans of the Vietnam Era (APR 1998) (38 U.S.C. 4212(a)).

(iv) 52.222-36, Affirmative Action for Workers with Disabilities (JUN 1998) (29 U.S.C. 793).

(v) 52.222-39, Notification of Employee Rights Concerning Payment of Union Dues or Fees (DEC 2004) (E.O. 13201). Flow down as required in accordance with paragraph (g) of FAR clause 52.222-39).

(vi) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (APR 2003) (46 U.S.C. Appx 1241 and 10 U.S.C. 2631) (flow down required in accordance with paragraph (d) of FAR clause 52.247-64).

(2) While not required, the Contractor may flow down to subcontracts for commercial items a minimal number of additional clauses necessary to satisfy its contractual obligations.

(d) The Contractor shall include the terms of this clause, including this paragraph (d), in subcontracts awarded under this contract.

I.10 52.253-1 Computer Generated Forms (JAN 1991)

(a) Any data required to be submitted on a Standard or Optional Form prescribed by the Federal Acquisition Regulation (FAR) may be submitted on a computer generated version of the form, *provided* there is no change to the name, content, or sequence of the data elements on the form, and provided the form carries the Standard or Optional Form number and edition date.

(b) Unless prohibited by agency regulations, any data required to be submitted on an agency unique form prescribed by an agency supplement to the FAR may be submitted on a computer generated version of the form provided there is no change to the name, content, or sequence of the data elements on the form and provided the form carries the agency form number and edition date.

(c) If the Contractor submits a computer generated version of a form that is different than the required form, then the rights and obligations of the parties will be determined based on the content of the required form.

I.12 Facility Clearance (952.204-73) (MAY 2002)**NOTICES**

Section 2536 of title 10, United States Code, prohibits the award of a contract under a national security program to an entity controlled by a foreign government if it is necessary for that entity to be given access to information in a proscribed category of information in order to perform the contract unless a waiver is granted by the Secretary of Energy. In addition, a Facility Clearance and foreign ownership, control and influence (FOCI) information are required when the contract or subcontract to be awarded is expected to require employees to have access authorizations.

Offerors who have either a Department of Defense or a Department of Energy Facility Clearance generally need not resubmit the following foreign ownership information unless specifically requested to do so. Instead, provide your DOE Facility Clearance code or your DOD assigned commercial and government entity (CAGE) code. If uncertain, consult the office which issued this solicitation.

(a) Use of Certificate Pertaining to Foreign Interests, Standard Form 328

(1) The contract work anticipated by this solicitation will require access to classified information or special nuclear material. Such access will require a Facility Clearance for the Contractor organization and access authorizations (security clearances) for Contractor personnel working with the classified information or special nuclear material. To obtain a Facility Clearance the Offeror must submit a Certificate Pertaining to Foreign Interests, Standard Form 328, and all required supporting documents to form a complete Foreign Ownership, Control or Influence (FOCI) Package.

(2) Information submitted by the Offeror in response to the Standard Form 328 will be used solely for the purposes of evaluating foreign ownership, control or influence and will be treated by DOE, to the extent permitted by law, as business or financial information submitted in confidence.

(3) Following submission of a Standard Form 328 and prior to contract award,

the Contractor shall immediately submit to the Contracting Officer written notification of any changes in the extent and nature of FOCI which could affect the Offeror's answers to the questions in Standard Form 328. Following award of a contract, the Contractor must immediately submit to the cognizant security office written notification of any changes in the extent and nature of FOCI which could affect the Offeror's answers to the questions in Standard Form 328. Notice of changes in ownership or control which are required to be reported to the Securities and Exchange Commission, the Federal Trade Commission, or the Department of Justice must also be furnished concurrently to the cognizant security office.

(b) Definitions

(1) Foreign Interest means any of the following:

(i) A foreign government, foreign government agency, or representative of a foreign government;

(ii) Any form of business enterprise or legal entity organized, chartered or incorporated under the laws of any country other than the United States or its possessions and trust territories; and

(iii) Any person who is not a citizen or national of the United States.

(2) Foreign Ownership, Control, or Influence (FOCI) means the situation where the degree of ownership, control, or influence over a Contractor by a foreign interest is such that a reasonable basis exists for concluding that compromise of classified information or special nuclear material may result.

(c) Facility Clearance means an administrative determination that a facility is eligible to access, produce, use or store classified information, or special nuclear material. A Facility Clearance is based upon a determination that satisfactory safeguards and security measures are carried out for the activities being performed at the facility. It is DOE policy that all Contractors or Subcontractors requiring access authorizations be processed for a Facility Clearance at the level appropriate to the activities being performed under the contract. Approval for a Facility Clearance shall be based upon:

(1) A favorable foreign ownership, control, or influence (FOCI) determination based upon the Contractor's response to the ten questions in Standard Form 328 and any required, supporting data provided by the Contractor;

(2) A contract or proposed contract containing the appropriate security clauses;

(3) Approved safeguards and security plans which describe protective measures appropriate to the activities being performed at the facility;

(4) An established Reporting Identification Symbol code for the Nuclear Materials Management and Safeguards Reporting System if access to nuclear materials is involved;

(5) A survey conducted no more than 6 months before the Facility Clearance date, with a composite facility rating of satisfactory, if the facility is to possess classified matter or special nuclear material at its location;

(6) Appointment of a Facility Security Officer, who must possess or be in the process of obtaining an access authorization equivalent to the Facility

Clearance; and, if applicable, appointment of a Materials Control and Accountability Representative; and

(7) Access authorizations for key management personnel who will be determined on a case-by-case basis, and must possess or be in the process of obtaining access authorizations equivalent to the level of the Facility Clearance.

(d) A Facility Clearance is required prior to the award of a contract requiring access to classified information and the granting of any access authorizations under a contract. Prior to award of a contract, the DOE must determine that award of the contract to the Offeror will not pose an undue risk to the common defense and security as a result of its access to classified information or special nuclear material in the performance of the contract. The Contracting Officer may require the Offeror to submit such additional information as deemed pertinent to this determination.

(e) A Facility Clearance is required even for contracts that do not require the Contractor's corporate offices to receive, process, reproduce, store, transmit, or handle classified information or special nuclear material, but which require DOE access authorizations for the Contractor's employees to perform work at a DOE location. This type facility is identified as a non-possessing facility.

(f) Except as otherwise authorized in writing by the Contracting Officer, the provisions of any resulting contract must require that the contractor insert provisions similar to the foregoing in all subcontracts and purchase orders. Any Subcontractors requiring access authorizations for access to classified information or special nuclear material shall be directed to provide responses to the questions in Standard Form 328, Certificate Pertaining to Foreign Interests, directly to the prime contractor or the Contracting Officer for the prime contract.

**NOTICE TO OFFERORS - CONTENTS REVIEW
(PLEASE REVIEW BEFORE SUBMITTING)**

Prior to submitting the Standard Form 328, required by paragraph (a)(1) of this clause, the Offeror should review the FOCI submission to ensure that:

(1) The Standard Form 328 has been signed and dated by an authorized official of the company;

(2) If publicly owned, the Contractor's most recent annual report, and its most recent proxy statement for its annual meeting of stockholders have been attached; or, if privately owned, the audited, consolidated financial information for the most recently closed accounting year has been attached;

(3) A copy of the company's articles of incorporation and an attested copy of the company's by-laws, or similar documents filed for the company's existence and management, and all amendments to those documents;

(4) A list identifying the organization's owners, officers, directors, and executive personnel, including their names, social security numbers, citizenship, titles of all positions they hold within the organization, and what clearances, if any, they possess or are in the process of obtaining, and identification of the government agency(ies) that granted or will be granting those clearances; and

(5) A summary FOCI data sheet.

NOTE: A FOCI submission must be attached for each tier parent organization (i.e. ultimate parent and any intervening levels of ownership). If any of these documents are missing, award of the contract cannot be completed.

[49 FR 12042, Mar. 28, 1984; 49 FR 38951, Oct. 2, 1984, as amended at 56 FR 41965, Aug. 26, 1991, 59 FR 6221, Feb. 10, 1994; 62 FR 2310, Jan. 16, 1997; 62 FR 42072, Aug. 5, 1997; 67 FR 14873, Mar. 28, 2002]

I.13 952.203-70 Whistleblower Protection for Contractor Employees. (DEC 2000)

(a) The Contractor shall comply with the requirements of "DOE Contractor Employee Protection Program" at 10 CFR part 708 for work performed on behalf of DOE directly related to activities at DOE-owned or-leased sites.

(b) The Contractor shall insert or have inserted the substance of this clause, including this paragraph (b), in subcontracts at all tiers, for subcontracts involving work performed on behalf of DOE directly related to activities at DOE-owned or leased sites.

I.14 952.204-2 Security (MAY 2002)

(a) Responsibility. It is the Contractor's duty to safeguard all classified information, special nuclear material, and other DOE property. The Contractor shall, in accordance with DOE security regulations and requirements, be responsible for safeguarding all classified information and protecting against sabotage, espionage, loss or theft of the classified documents and material in the Contractor's possession in connection with the performance of work under this contract. Except as otherwise expressly provided in this contract, the Contractor shall, upon completion or termination of this contract, transmit to DOE any classified matter in the possession of the Contractor or any person under the Contractor's control in connection with performance of this contract. If retention by the Contractor of any classified matter is required after the completion or termination of the contract, the Contractor shall identify the items and types or categories of matter proposed for retention, the reasons for the retention of the matter, and the proposed period of retention. If the retention is approved by the Contracting Officer, the security provisions of the contract shall continue to be applicable to the matter retained. Special nuclear material shall not be retained after the completion or termination of the contract.

(b) Regulations. The Contractor agrees to comply with all security regulations and requirements of DOE in effect on the date of award.

(c) Definition of classified information. The term "classified information" means Restricted Data, Formerly Restricted Data, or National Security Information.

(d) Definition of Restricted Data. The term "Restricted Data" means all data concerning (1) design, manufacture, or utilization of atomic weapons; (2) the production of special nuclear material; or (3) the use of special nuclear material in the production of energy, but shall not include data declassified or removed from the Restricted Data category pursuant to Section 142 of the Atomic Energy Act of 1954, as amended.

(e) Definition of Formerly Restricted Data. The term "Formerly Restricted

Data" means all data removed from the Restricted Data category under section 142 d. of the Atomic Energy Act of 1954, as amended.

(f) Definition of National Security Information. The term "National Security Information" means any information or material, regardless of its physical form or characteristics, that is owned by, produced for or by, or is under the control of the United States Government, that has been determined pursuant to Executive Order 12356 or prior Orders to require protection against unauthorized disclosure, and which is so designated.

(g) Definition of Special Nuclear Material (SNM). SNM means: (1) plutonium, uranium enriched in the isotope 233 or in the isotope 235, and any other material which pursuant to the provisions of Section 51 of the Atomic Energy Act of 1954, as amended, has been determined to be special nuclear material, but does not include source material; or (2) any material artificially enriched by any of the foregoing, but does not include source material.

(h) Security clearance of personnel. The Contractor shall not permit any individual to have access to any classified information, except in accordance with the Atomic Energy Act of 1954, as amended, Executive Order 12356, and the DOE's regulations or requirements applicable to the particular level and category of classified information to which access is required.

(i) Criminal liability. It is understood that disclosure of any classified information relating to the work or services ordered hereunder to any person not entitled to receive it, or failure to safeguard any classified information that may come to the Contractor or any person under the Contractor's control in connection with work under this contract, may subject the Contractor, its agents, employees, or subcontractors to criminal liability under the laws of the United States. (See the Atomic Energy Act of 1954, as amended, 42 U.S.C. 2011 et seq.; 18 U.S.C. 793 and 794; and E.O. 12356.)

(j) Foreign Ownership, Control or Influence.

(1) The Contractor shall immediately provide the cognizant security office written notice of any change in the extent and nature of foreign ownership, control or influence over the Contractor which would affect any answer to the questions presented in the Certificate Pertaining to Foreign Interests, Standard Form 328 or the Foreign Ownership, Control or Influence questionnaire executed by the Contractor prior to the award of this contract. In addition, any notice of changes in ownership or control which are required to be reported to the Securities and Exchange Commission, the Federal Trade Commission, or the Department of Justice shall also be furnished concurrently to the Contracting Officer.

(2) If a Contractor has changes involving foreign ownership, control or influence, DOE must determine whether the changes will pose an undue risk to the common defense and security. In making this determination, DOE will consider proposals made by the Contractor to avoid or mitigate foreign influences.

(3) If the cognizant security office at any time determines that

the Contractor is, or is potentially, subject to foreign ownership, control or influence, the Contractor shall comply with such instructions as the Contracting Officer shall provide in writing to safeguard any classified information or special nuclear material.

(4) The Contractor agrees to insert terms that conform substantially to the language of this clause, including this paragraph, in all subcontracts under this contract that will require subcontractor employees to possess access authorizations. Additionally, the Contractor must require subcontractors to have an existing DOD or DOE Facility Clearance or submit a completed Certificate Pertaining to Foreign Interests, Standard Form 328, required in DEAR 952.204-73 prior to award of a subcontract. Information to be provided by a subcontractor pursuant to this clause may be submitted directly to the Contracting Officer. For purposes of this clause, subcontractor means any subcontractor at any tier and the term "Contracting Officer" means the DOE Contracting Officer. When this clause is included in a subcontract, the term "Contractor" shall mean Subcontractor and the term "contract" shall mean subcontract.

(5) The Contracting Officer may terminate this contract for default either if the Contractor fails to meet obligations imposed by this clause or if the Contractor creates a FOCI situation in order to avoid performance or a termination for default. The Contracting Officer may terminate this contract for convenience if the Contractor becomes subject to FOCI and for reasons other than avoidance of performance of the contract, cannot, or chooses not to, avoid or mitigate the FOCI problem.

I.15 952.204-70 Classification/Declassification (SEP 1997)

In the performance of work under this contract, the Contractor or subcontractor shall comply with all provisions of the Department of Energy's regulations and mandatory DOE directives which apply to work involving the classification and declassification of information, documents, or material. In this section, "information" means facts, data, or knowledge itself; "document" means the physical medium on or in which information is recorded; and "material" means a product or substance which contains or reveals information, regardless of its physical form or characteristics. Classified information is "Restricted Data" and "Formerly Restricted Data" (classified under the Atomic Energy Act of 1954, as amended) and "National Security Information" (classified under Executive Order 12958 or prior Executive Orders). The original decision to classify or declassify information is considered an inherently Governmental function. For this reason, only Government personnel may serve as original classifiers, i.e., Federal Government Original Classifiers. Other personnel (Government or Contractor) may serve as derivative classifiers which involves making classification decisions based upon classification guidance which reflect decisions made by Federal Government Original Classifiers.

The Contractor or subcontractor shall ensure that any document or material that may contain classified information is reviewed by either a Federal Government or a Contractor Derivative Classifier in accordance with classification regulations including mandatory DOE directives and classification/declassification guidance furnished to the Contractor by the Department of Energy to determine whether it contains classified information prior to dissemination. For information which is not addressed in

classification/declassification guidance, but whose sensitivity appears to warrant classification, the Contractor or subcontractor shall ensure that such information is reviewed by a Federal Government Original Classifier.

In addition, the Contractor or subcontractor shall ensure that existing classified documents (containing either Restricted Data or Formerly Restricted Data or National Security Information) which are in its possession or under its control are periodically reviewed by a Federal Government or Contractor Derivative Declassifier in accordance with classification regulations, mandatory DOE directives and classification/declassification guidance furnished to the Contractor by the Department of Energy to determine if the documents are no longer appropriately classified. Priorities for declassification review of classified documents shall be based on the degree of public and researcher interest and the likelihood of declassification upon review. Documents which no longer contain classified information are to be declassified. Declassified documents then shall be reviewed to determine if they are publicly releasable. Documents which are declassified and determined to be publicly releasable are to be made available to the public in order to maximize the public's access to as much Government information as possible while minimizing security costs.

The Contractor or subcontractor shall insert this clause in any subcontract which involves or may involve access to classified information.

I.16 952.209-72 Organizational Conflicts of Interest. (JUN 1997) - Alternate I

(a) Purpose. The purpose of this clause is to ensure that the Contractor (1) is not biased because of its financial, contractual, organizational, or other interests which relate to the work under this contract, and (2) does not obtain any unfair competitive advantage over other parties by virtue of its performance of this contract.

(b) Scope. The restrictions described herein shall apply to performance or participation by the Contractor and any of its affiliates or their successors in interest (hereinafter collectively referred to as "Contractor") in the activities covered by this clause as a prime contractor, subcontractor, cosponsor, joint venturer, consultant, or in any similar capacity. For the purpose of this clause, affiliation occurs when a business concern is controlled by or has the power to control another or when a third party has the power to control both.

(1) Use of Contractor's Work Product. (i) The Contractor shall be ineligible to participate in any capacity in Department contracts, subcontracts, or proposals therefor (solicited and unsolicited) which stem directly from the Contractor's performance of work under this contract for a period of (Contracting Officer see DEAR 9.507-2 and enter specific term) years after the completion of this contract. Furthermore, unless so directed in writing by the Contracting Officer, the Contractor shall not perform any advisory and assistance services work under this contract on any of its products or services or the products or services of another firm if the Contractor is or has been substantially involved in their development or marketing. Nothing in this subparagraph shall preclude the Contractor from competing for follow-on contracts for advisory and assistance services.

(ii) If, under this contract, the Contractor prepares a complete or essentially complete statement of work or

specifications to be used in competitive acquisitions, the Contractor shall be ineligible to perform or participate in any capacity in any contractual effort which is based on such statement of work or specifications. The Contractor shall not incorporate its products or services in such statement of work or specifications unless so directed in writing by the Contracting Officer, in which case the restriction in this subparagraph shall not apply.

(iii) Nothing in this paragraph shall preclude the Contractor from offering or selling its standard and commercial items to the Government.

(2) Access to and use of information. (i) If the Contractor, in the performance of this contract, obtains access to information, such as Department plans, policies, reports, studies, financial plans, internal data protected by the Privacy Act of 1974 (5 U.S.C. 552a), or data which has not been released or otherwise made available to the public, the Contractor agrees that without prior written approval of the Contracting Officer it shall not:

(A) use such information for any private purpose unless the information has been released or otherwise made available to the public;

(B) compete for work for the Department based on such information for a period of six (6) months after either the completion of this contract or until such information is released or otherwise made available to the public, whichever is first;

(C) submit an unsolicited proposal to the Government which is based on such information until one year after such information is released or otherwise made available to the public; and

(D) release such information unless such information has previously been released or otherwise made available to the public by the Department.

(ii) In addition, the Contractor agrees that to the extent it receives or is given access to proprietary data, data protected by the Privacy Act of 1974 (5 U.S.C. 552a), or other confidential or privileged technical, business, or financial information under this contract, it shall treat such information in accordance with any restrictions imposed on such information.

(iii) The Contractor may use technical data it first produces under this contract for its private purposes consistent with paragraphs (b) (2) (i) (A) and (D) of this clause and the patent, rights in data, and security provisions of this contract.

(c) Disclosure after award. (1) The Contractor agrees that, if changes, including additions, to the facts disclosed by it prior to award of this contract, occur during the performance of this contract, it shall make an

immediate and full disclosure of such changes in writing to the Contracting Officer. Such disclosure may include a description of any action which the Contractor has taken or proposes to take to avoid, neutralize, or mitigate any resulting conflict of interest. The Department may, however, terminate the contract for convenience if it deems such termination to be in the best interest of the Government.

(2) In the event that the Contractor was aware of facts required to be disclosed or the existence of an actual or potential organizational conflict of interest and did not disclose such facts or such conflict of interest to the Contracting Officer, DOE may terminate this contract for default.

(d) Remedies. For breach of any of the above restrictions or for nondisclosure or misrepresentation of any facts required to be disclosed concerning this contract, including the existence of an actual or potential organizational conflict of interest at the time of or after award, the Government may terminate the contract for default, disqualify the Contractor from subsequent related contractual efforts, and pursue such other remedies as may be permitted by law or this contract.

(e) Waiver. Requests for waiver under this clause shall be directed in writing to the Contracting Officer and shall include a full description of the requested waiver and the reasons in support thereof. If it is determined to be in the best interests of the Government, the Contracting Officer may grant such a waiver in writing.

(f) Subcontracts.

(1) The contractor shall include a clause, substantially similar to this clause, including this paragraph (f), in subcontracts expected to exceed the simplified acquisition threshold determined in accordance with FAR Part 13 and involving the performance of advisory and assistance services as that term is defined at FAR 37.201. The terms "contract," "contractor," and "contracting officer" shall be appropriately modified to preserve the Government's rights.

(2) Prior to the award under this contract of any such subcontracts for advisory and assistance services, the contractor shall obtain from the proposed subcontractor or consultant the disclosure required by DEAR 909.507-1, and shall determine in writing whether the interests disclosed present an actual or significant potential for an organizational conflict of interest. Where an actual or significant potential organizational conflict of interest is identified, the contractor shall take actions to avoid, neutralize, or mitigate the organizational conflict to the satisfaction of the contractor. If the conflict cannot be avoided or neutralized, the contractor must obtain the approval of the DOE contracting officer prior to entering into the subcontract.

SECTION J - LIST OF ATTACHMENTSSECTION J
LIST OF ATTACHMENTS**List of Attachments (Contract)**

ATTACHMENT	<u>DESCRIPTION</u>
A	Performance Work Statement (PWS)
B	Position Qualifications
C	Reporting Requirements Checklist
D	Reserved
E	Billing Instructions
F	Subcontracting Plan
G	Quality Assurance Surveillance Plan (QASP)
H	Wage Determination

List of Attachments (Solicitation)

ATTACHMENT	<u>DESCRIPTION</u>
1	Past Performance Questionnaire
2	Client Authorization Letter
3	Sample Resume Format and Sample Letter of Commitment
4	Cost Proposal Exhibits
5	Reserved
6	Security Matrix
7	Intention to Propose Form

SECTION K - REPRESENTATIONS, CERTIFICATIONS, AND OTHER STATEMENTS OF OFFERORS OR QUOTERS

K.1 52.204-8 Annual Representations and Certifications (JAN 2006)

(a) (1) The North American Industry Classification System (NAICS) code for this acquisition is 541690.

(2) The small business size standard is \$6.0 Million.

(3) The small business size standard for a concern which submits an offer in its own name, other than on a construction or service contract, but which proposes to furnish a product which it did not itself manufacture, is 500 employees.

(b) (1) If the clause at 52.204-7, Central Contractor Registration, is included in this solicitation, paragraph (c) of this provision applies.

(2) If the clause at 52.204-7 is not included in this solicitation, and the offeror is currently registered in CCR, and has completed the ORCA electronically, the offeror may choose to use paragraph (c) of this provision instead of completing the corresponding individual representations and certifications in the solicitation. The offeror shall indicate which option applies by checking one of the following boxes:

☐ (i) Paragraph (c) applies.

☐ (ii) Paragraph (c) does not apply and the offeror has completed the individual representations and certifications in the solicitation.

(c) The offeror has completed the annual representations and certifications electronically via the Online Representations and Certifications Application (ORCA) website at <http://orca.bpn.gov>. After reviewing the ORCA database information, the offeror verifies by submission of the offer that the representations and certifications currently posted electronically have been entered or updated within the last 12 months, are current, accurate, complete, and applicable to this solicitation (including the business size standard applicable to the NAICS code referenced for this solicitation), as of the date of this offer and are incorporated in this offer by reference (see FAR 4.1201); except for the changes identified below [**offeror to insert changes, identifying change by clause number, title, date**]. These amended representation(s) and/or certification(s) are also incorporated in this offer and are current, accurate, and complete as of the date of this offer.

FAR Clause	Title	Date	Change
_____	_____	_____	_____

Any changes provided by the offeror are applicable to this solicitation only, and do not result in an update to the representations and certifications posted on ORCA.

K.2 52.230-1 Cost Accounting Standards Notices and Certification. (JUN 2000)

Note: This notice does not apply to small businesses or foreign governments. This notice is in three parts, identified by Roman numerals I through III.

Offerors shall examine each part and provide the requested information in order to determine Cost Accounting Standards (CAS) requirements applicable to any resultant contract.

If the Offeror is an educational institution, Part II does not apply unless the contemplated contract will be subject to full or modified CAS coverage pursuant to 48 CFR 9903.201-2(c) (5) or 9903.201-2(c) (6), respectively.

I. Disclosure Statement - Cost Accounting Practices and Certification

(a) Any contract in excess of \$500,000 resulting from this solicitation will be subject to the requirements of the Cost Accounting Standards Board (48 CFR Chapter 99), except for those contracts which are exempt as specified in 48 CFR 9903.201-1.

(b) Any Offeror submitting a proposal which, if accepted, will result in a contract subject to the requirements of 48 CFR Chapter 99 must, as a condition of contracting, submit a Disclosure Statement as required by 48 CFR 9903.202. When required, the Disclosure Statement must be submitted as a part of the Offeror's proposal under this solicitation unless the Offeror has already submitted a Disclosure Statement disclosing the practices used in connection with the pricing of this proposal. If an applicable Disclosure Statement has already been submitted, the Offeror may satisfy the requirement for submission by providing the information requested in paragraph (c) of Part I of this provision.

Caution: In the absence of specific regulations or agreement, a practice disclosed in a Disclosure Statement shall not, by virtue of such disclosure, be deemed to be a proper, approved, or agreed-to practice for pricing proposals or accumulating and reporting contract performance cost data.

(c) Check the appropriate box below:

☐ (1) *Certificate of Concurrent Submission of Disclosure Statement.* The Offeror hereby certifies that, as a part of the offer, copies of the Disclosure Statement have been submitted as follows:

(i) Original and one copy to the cognizant Administrative Contracting Officer (ACO) or cognizant Federal agency official authorized to act in that capacity (Federal official), as applicable; and

(ii) One copy to the cognizant Federal auditor.

(Disclosure must be on Form No. CASB DS-1 or CASB DS-2, as applicable. Forms may be obtained from the cognizant ACO or Federal official and/or from the loose-leaf version of the Federal Acquisition Regulation.)

Date of Disclosure Statement: [Name and Address of Cognizant ACO or Federal Official Where Filed:]

The Offeror further certifies that the practices used in estimating costs in pricing this proposal are consistent with the cost accounting practices disclosed in the Disclosure Statement.

☐ (2) *Certificate of Previously Submitted Disclosure Statement.* The Offeror hereby certifies that the required Disclosure Statement was filed as follows:

Date of Disclosure Statement: ☐

Name and Address of Cognizant ACO or Federal Official Where Filed:
☐

The Offeror further certifies that the practices used in estimating costs in pricing this proposal are consistent with the cost accounting practices disclosed in the applicable Disclosure Statement.

☐ (3) *Certificate of Monetary Exemption.* The Offeror hereby certifies that the Offeror, together with all divisions, subsidiaries, and affiliates under common control, did not receive net awards of negotiated prime contracts and subcontracts subject to CAS totaling \$50 million or more in the cost accounting period immediately preceding the period in which this proposal was submitted. The Offeror further certifies that if such status changes before an award resulting from this proposal, the Offeror will advise the Contracting Officer immediately.

☐ (4) *Certificate of Interim Exemption.* The Offeror hereby certifies that (i) the Offeror first exceeded the monetary exemption for disclosure, as defined in (3) of this subsection, in the cost accounting period immediately preceding the period in which this offer was submitted and (ii) in accordance with 48 CFR 9903.202-1, the Offeror is not yet required to submit a Disclosure Statement. The Offeror further certifies that if an award resulting from this proposal has not been made within 90 days after the end of that period, the Offeror will immediately submit a revised certificate to the Contracting Officer, in the form specified under subparagraph (c) (1) or (c) (2) of Part I of this provision, as appropriate, to verify submission of a completed Disclosure Statement.

Caution: Offerors currently required to disclose because they were awarded a CAS-covered prime contract or subcontract of \$50 million or more in the current cost accounting period may not claim this exemption (4). Further, the exemption applies only in connection with proposals submitted before expiration of the 90-day period following the cost accounting period in which the monetary exemption was exceeded.

II. Cost Accounting Standards - Eligibility for Modified Contract Coverage

If the Offeror is eligible to use the modified provisions of 48 CFR 9903.201-2(b) and elects to do so, the Offeror shall indicate by checking the box below. Checking the box below shall mean that the resultant contract is subject to the Disclosure and Consistency of Cost Accounting Practices clause in lieu of the Cost Accounting Standards clause.

☐ The Offeror hereby claims an exemption from the Cost Accounting Standards clause under the provisions of 48 CFR 9903.201-2(b) and

certifies that the Offeror is eligible for use of the Disclosure and Consistency of Cost Accounting Practices clause because during the cost accounting period immediately preceding the period in which this proposal was submitted, the Offeror received less than \$50 million in awards of CAS-covered prime contracts and subcontracts. The Offeror further certifies that if such status changes before an award resulting from this proposal, the Offeror will advise the Contracting Officer immediately.

Caution: An Offeror may not claim the above eligibility for modified contract coverage if this proposal is expected to result in the award of a CAS-covered contract of \$50 million or more or if, during its current cost accounting period, the Offeror has been awarded a single CAS-covered prime contract or subcontract of \$50 million or more.

III. Additional Cost Accounting Standards Applicable to Existing Contracts

The Offeror shall indicate below whether award of the contemplated contract would, in accordance with subparagraph (a) (3) of the Cost Accounting Standards clause, require a change in established cost accounting practices affecting existing contracts and subcontracts.

[] yes [] no

K.3 970.5223-3 Agreement Regarding Workplace Substance Abuse Programs at DOE Facilities. (DEC 2000)

(a) Any contract awarded as a result of this solicitation will be subject to the policies, criteria, and procedures of 10 CFR part 707, Workplace Substance Abuse Programs at DOE Sites.

(b) By submission of its offer, the officer agrees to provide to the contracting officer, within 30 days after notification of selection for award, or award of a contract, whichever occurs first, pursuant to this solicitation, its written workplace substance abuse program consistent with the requirements of 10 CFR part 707.

(c) Failure of the Offeror to agree to the condition of responsibility set forth in paragraph (b) of this provision, renders the Offeror unqualified and ineligible for award.

SECTION L - INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS OR QUOTERS

L.1 52.214-34 Submission of Offers in the English Language (APR 1991)

Offers submitted in response to this solicitation shall be in the English language. Offers received in other than English shall be rejected.

L.2 52.214-35 Submission of Offers in U.S. Currency (APR 1991)

Offers submitted in response to this solicitation shall be in terms of U.S. dollars. Offers received in other than U.S. dollars shall be rejected.

L.3 52.215-1 Instructions to Offerors - Competitive Acquisition (JAN 2004)

(a) *Definitions.* As used in this provision -

"Discussions" are negotiations that occur after establishment of the competitive range that may, at the Contracting Officer's discretion, result in the Offeror being allowed to revise its proposal.

"In writing, writing, or written" means any worded or numbered expression that can be read, reproduced, and later communicated, and includes electronically transmitted and stored information.

"Proposal modification" is a change made to a proposal before the solicitation's closing date and time, or made in response to an amendment, or made to correct a mistake at any time before award.

"Proposal revision" is a change to a proposal made after the solicitation closing date, at the request of or as allowed by a Contracting Officer as the result of negotiations.

"Time," if stated as a number of days, is calculated using calendar days, unless otherwise specified, and will include Saturdays, Sundays, and legal holidays. However, if the last day falls on a Saturday, Sunday, or legal holiday, then the period shall include the next working day.

(b) *Amendments to solicitations.* If this solicitation is amended, all terms and conditions that are not amended remain unchanged. Offerors shall acknowledge receipt of any amendment to this solicitation by the date and time specified in the amendment(s).

(c) *Submission, modification, revision, and withdrawal of proposals.*

(1) Unless other methods (e.g., electronic commerce or facsimile) are permitted in the solicitation, proposals and modifications to proposals shall be submitted in paper media in sealed envelopes or packages (i) addressed to the office specified in the solicitation, and (ii) showing the time and date specified for receipt, the solicitation number, and the name and address of the Offeror. Offerors using commercial carriers should ensure that the proposal is marked on the outermost wrapper with the information in paragraphs (c) (1) (i) and (c) (1) (ii) of this provision.

(2) The first page of the proposal must show -

(i) The solicitation number;

(ii) The name, address, and telephone and facsimile numbers of the Offeror (and electronic address if available);

(iii) A statement specifying the extent of agreement with all terms, conditions, and provisions included in the solicitation and agreement to furnish any or all items upon which prices are offered at the price set opposite each item;

(iv) Names, titles, and telephone and facsimile numbers (and electronic addresses if available) of persons authorized to negotiate on the Offeror's behalf with the Government in connection with this solicitation; and

(v) Name, title, and signature of person authorized to sign the proposal. Proposals signed by an agent shall be accompanied by evidence of that agent's authority, unless that evidence has been previously furnished to the issuing office.

(3) *Submission, modification, revision, and withdrawal of proposals.* (i) Offerors are responsible for submitting proposals, and any modifications or revisions, so as to reach the Government office designated in the solicitation by the time specified in the solicitation. If no time is specified in the solicitation, the time for receipt is 4:30 p.m., local time, for the designated Government office on the date that proposal or revision is due.

(ii) (A) Any proposal, modification, or revision received at the Government office designated in the solicitation after the exact time specified for receipt of offers is "late" and will not be considered unless it is received before award is made, the Contracting Officer determines that accepting the late offer would not unduly delay the acquisition; and -

(1) If it was transmitted through an electronic commerce method authorized by the solicitation, it was received at the initial point of entry to the Government infrastructure not later than 5:00 p.m. one working day prior to the date specified for receipt of proposals; or

(2) There is acceptable evidence to establish that it was received at the Government installation designated for receipt of offers and was under the Government's control prior to the time set for receipt of offers; or

(3) It is the only proposal received.

(B) However, a late modification of an otherwise successful proposal that makes its terms more favorable to the Government, will be considered at any time it is received and may be accepted.

(iii) Acceptable evidence to establish the time of receipt at the Government installation includes the time/date stamp

of that installation on the proposal wrapper, other documentary evidence of receipt maintained by the installation, or oral testimony or statements of Government personnel.

(iv) If an emergency or unanticipated event interrupts normal Government processes so that proposals cannot be received at the office designated for receipt of proposals by the exact time specified in the solicitation, and urgent Government requirements preclude amendment of the solicitation, the time specified for receipt of proposals will be deemed to be extended to the same time of day specified in the solicitation on the first work day on which normal Government processes resume.

(v) Proposals may be withdrawn by written notice received at any time before award. Oral proposals in response to oral solicitations may be withdrawn orally. If the solicitation authorizes facsimile proposals, proposals may be withdrawn via facsimile received at any time before award, subject to the conditions specified in the provision at 52.215-5, Facsimile Proposals. Proposals may be withdrawn in person by an Offeror or an authorized representative, if the identity of the person requesting withdrawal is established and the person signs a receipt for the proposal before award.

(4) Unless otherwise specified in the solicitation, the Offeror may propose to provide any item or combination of items.

(5) Offerors shall submit proposals in response to this solicitation in English, unless otherwise permitted by the solicitation, and in U.S. dollars, unless the provision at FAR 52.225-17, Evaluation of Foreign Currency Offers, is included in the solicitation.

(6) Offerors may submit modifications to their proposals at any time before the solicitation closing date and time, and may submit modifications in response to an amendment, or to correct a mistake at any time before award.

(7) Offerors may submit revised proposals only if requested or allowed by the Contracting Officer.

(8) Proposals may be withdrawn at any time before award. Withdrawals are effective upon receipt of notice by the Contracting Officer.

(d) *Offer expiration date.* Proposals in response to this solicitation will be valid for the number of days specified on the solicitation cover sheet (unless a different period is proposed by the Offeror).

(e) *Restriction on disclosure and use of data.* Offerors that include in their proposals data that they do not want disclosed to the public for any purpose, or used by the Government except for evaluation purposes, shall -

(1) Mark the title page with the following legend:

This proposal includes data that shall not be disclosed outside the Government and shall not be duplicated, used, or disclosed - in whole or in part - for any purpose other than to evaluate this proposal. If, however, a contract is awarded to this Offeror as a result of - or in connection with - the submission of this data, the Government shall have the right to duplicate, use, or disclose the data to the extent provided in the resulting contract. This restriction does not limit the Government's right to use information contained in this data if it is obtained from another source without restriction. The data subject to this restriction are contained in sheets [*insert numbers or other identification of sheets*]; and

(2) Mark each sheet of data it wishes to restrict with the following legend:

Use or disclosure of data contained on this sheet is subject to the restriction on the title page of this proposal.

(f) *Contract award.* (1) The Government intends to award a contract or contracts resulting from this solicitation to the responsible Offeror(s) whose proposal(s) represents the best value after evaluation in accordance with the factors and subfactors in the solicitation.

(2) The Government may reject any or all proposals if such action is in the Government's interest.

(3) The Government may waive informalities and minor irregularities in proposals received.

(4) The Government intends to evaluate proposals and award a contract without discussions with Offerors (except clarifications as described in FAR 15.306(a)). Therefore, the Offeror's initial proposal should contain the Offeror's best terms from a cost or price and technical standpoint. The Government reserves the right to conduct discussions if the Contracting Officer later determines them to be necessary. If the Contracting Officer determines that the number of proposals that would otherwise be in the competitive range exceeds the number at which an efficient competition can be conducted, the Contracting Officer may limit the number of proposals in the competitive range to the greatest number that will permit an efficient competition among the most highly rated proposals.

(5) The Government reserves the right to make an award on any item for a quantity less than the quantity offered, at the unit cost or prices offered, unless the Offeror specifies otherwise in the proposal.

(6) The Government reserves the right to make multiple awards if, after considering the additional administrative costs, it is in the Government's best interest to do so.

(7) Exchanges with Offerors after receipt of a proposal do not constitute a rejection or counteroffer by the Government.

(8) The Government may determine that a proposal is unacceptable

if the prices proposed are materially unbalanced between line items or subline items. Unbalanced pricing exists when, despite an acceptable total evaluated price, the price of one or more contract line items is significantly overstated or understated as indicated by the application of cost or price analysis techniques. A proposal may be rejected if the Contracting Officer determines that the lack of balance poses an unacceptable risk to the Government.

(9) If a cost realism analysis is performed, cost realism may be considered by the source selection authority in evaluating performance or schedule risk.

(10) A written award or acceptance of proposal mailed or otherwise furnished to the successful Offeror within the time specified in the proposal shall result in a binding contract without further action by either party.

(11) If a post-award debriefing is given to requesting Offerors, the Government shall disclose the following information, if applicable:

(i) The agency's evaluation of the significant weak or deficient factors in the debriefed Offeror's offer.

(ii) The overall evaluated cost or price and technical rating of the successful and the debriefed Offeror and past performance information on the debriefed Offeror.

(iii) The overall ranking of all Offerors, when any ranking was developed by the agency during source selection.

(iv) A summary of the rationale for award.

(v) For acquisitions of commercial items, the make and model of the item to be delivered by the successful Offeror.

(vi) Reasonable responses to relevant questions posed by the debriefed Offeror as to whether source-selection procedures set forth in the solicitation, applicable regulations, and other applicable authorities were followed by the agency.

L.4 IIPS Proposal Preparation Instructions - General (FEB 2001)

(a) General -

Proposals are expected to conform to the solicitation provision entitled "Instructions to Offerors - Competitive Acquisition" and be prepared in accordance with this section. To aid in evaluation, proposals shall be clearly and concisely written as well as being neat, indexed (cross-indexed as appropriate) and logically assembled. All pages of each part shall be appropriately numbered, and identified with the name of the Offeror, the date, and the solicitation number to the extent

practicable.

Proposal files are to be formatted in one of the following applications: Microsoft Word, Microsoft Excel.

(b) Overall Arrangement of Proposal

(1) The overall proposal shall consist of 3 volumes, individually entitled as stated below. Each volume will be submitted as a separate file. Multiple electronic files may be submitted for each volume; however, each file must clearly identify the area (volume) to which it is responsive.

(2) Signed Originals. Submission of electronic proposals via IIPS will constitute submission of signed copies of the required documents. The name of the authorized company official shall be entered (typed) in the appropriate space shown on the form(s). **Bidders/Offerors are advised that the submission of your proposal in an electronic format is required.**

If this solicitation includes Qualification Criteria or a Business Management proposal (see Section M), each proposal shall be addressed in a separate volume, as indicated below.

Electronic Files To Be Submitted As Follows

<u>Proposal Volume</u>	<u>Title</u>	<u>Application</u>
Volume I	Offeror & Other Documents	Microsoft Word
Volume II	Technical	Microsoft Word
Volume III	Cost/Price Proposal	Microsoft Excel

(c) Each group, designated above, is to be submitted individually according to the instructions detailed in the on-line help document which can be found at <http://e-center.doe.gov> under the "help" button.

L.5 Time and Date Proposals are Due, Electronic Submission (OCT 2001)

(a) Bid/Proposal Submission via the Industry Interactive Procurement System (IIPS)

Bids/Proposals must be received through the IIPS web site NO LATER THAN **1:00 P.M. EST on May 15, 2006**. CAUTION: See bid/proposal submission instructions, including the provision describing treatment of Late Proposals, Modifications and Withdrawals, FAR 52.215-1).

(b) Bid/Proposal Submission by Other than IIPS.

Submission of bids/proposals by means other than IIPS is not authorized.

L.6 52.215-20 Requirements for Cost or Pricing Data or Information Other Than

Cost or Pricing Data (OCT 1997) - Alternate I (OCT 1997)

(a) *Exceptions from cost or pricing data.* (1) In lieu of submitting cost or pricing data, Offerors may submit a written request for exception by submitting the information described in the following subparagraphs. The Contracting Officer may require additional supporting information, but only to the extent necessary to determine whether an exception should be granted, and whether the price is fair and reasonable.

(i) *Identification of the law or regulation establishing the price offered.* If the price is controlled under law by periodic rulings, reviews, or similar actions of a governmental body, attach a copy of the controlling document, unless it was previously submitted to the contracting office.

(ii) *Commercial item exception.* For a commercial item exception, the Offeror shall submit, at a minimum, information on prices at which the same item or similar items have previously been sold in the commercial market that is adequate for evaluating the reasonableness of the price for this acquisition. Such information may include -

(A) For catalog items, a copy of or identification of the catalog and its date, or the appropriate pages for the offered items, or a statement that the catalog is on file in the buying office to which the proposal is being submitted. Provide a copy or describe current discount policies and price lists (published or unpublished), e.g., wholesale, original equipment manufacturer, or reseller. Also explain the basis of each offered price and its relationship to the established catalog price, including how the proposed price relates to the price of recent sales in quantities similar to the proposed quantities;

(B) For market-priced items, the source and date or period of the market quotation or other basis for market price, the base amount, and applicable discounts. In addition, describe the nature of the market;

(C) For items included on an active Federal Supply Service Multiple Award Schedule contract, proof that an exception has been granted for the schedule item.

(2) The Offeror grants the Contracting Officer or an authorized representative the right to examine, at any time before award, books, records, documents, or other directly pertinent records to verify any request for an exception under this provision, and the reasonableness of price. For items priced using catalog or market prices, or law or regulation, access does not extend to cost or profit information or other data relevant solely to the Offeror's determination of the prices to be offered in the catalog or marketplace.

(b) *Requirements for cost or pricing data.* If the Offeror is not granted an exception from the requirement to submit cost or pricing data, the following applies:

(1) The Offeror shall submit cost or pricing data and supporting attachments in the following format: Word and/or Excel

(2) As soon as practicable after agreement on price, but before contract award (except for unpriced actions such as letter contracts), the Offeror shall submit a Certificate of Current Cost or Pricing Data, as prescribed by FAR 15.406-2.

L.7 52.216-1 Type of Contract (APR 1984)

The Government contemplates award of a Labor-Hour, Performance-Based Award-Fee contract resulting from this solicitation.

L.8 52.222-24 Preaward On-Site Equal Opportunity Compliance Evaluation (FEB 1999)

If a contract in the amount of \$10 million or more will result from this solicitation, the prospective Contractor and its known first-tier subcontractors with anticipated subcontracts of \$10 million or more shall be subject to a preaward compliance evaluation by the Office of Federal Contract Compliance Programs (OFCCP), unless, within the preceding 24 months, OFCCP has conducted an evaluation and found the prospective Contractor and subcontractors to be in compliance with Executive Order 11246.

L.9 52.237-10 Identification of Uncompensated Overtime (OCT 1997)

(a) *Definitions.* As used in this provision -

"Uncompensated overtime" means the hours worked without additional compensation in excess of an average of 40 hours per week by direct charge employees who are exempt from the Fair Labor Standards Act. Compensated personal absences such as holidays, vacations, and sick leave shall be included in the normal work week for purposes of computing uncompensated overtime hours.

"Uncompensated overtime rate" is the rate that results from multiplying the hourly rate for a 40-hour work week by 40, and then dividing by the proposed hours per week. For example, 45 hours proposed on a 40-hour work week basis at \$20 per hour would be converted to an uncompensated overtime rate of \$17.78 per hour ($\20.00×40 divided by 45 = \$17.78).

(b) For any proposed hours against which an uncompensated overtime rate is applied, the Offeror shall identify in its proposal the hours in excess of an average of 40 hours per week, by labor category at the same level of detail as compensated hours, and the uncompensated overtime rate per hour, whether at the prime or subcontract level. This includes uncompensated overtime hours that are in indirect cost pools for personnel whose regular hours are normally charged direct.

(c) The Offeror's accounting practices used to estimate uncompensated overtime must be consistent with its cost accounting practices used to accumulate and report uncompensated overtime hours.

(d) Proposals that include unrealistically low labor rates, or that do not otherwise demonstrate cost realism, will be considered in a risk assessment and will be evaluated for award in accordance with that

assessment.

(e) The Offeror shall include a copy of its policy addressing uncompensated overtime with its proposal.

L.11 Consecutive Numbering (APR 1984)

Due to automated procedures employed in formulating this document, provisions contained within it may not always be consecutively numbered.

L.12 Content of Resulting Contract (NOV 1987)

Any contract awarded as a result of this solicitation will contain the Schedule, the Contract Clauses, and the List of Documents, Exhibits and Other Attachments. Blank areas appearing in these sections, indicated by "[]", will be filled in by the Contract Specialist after negotiations have been completed.

L.13 DOE Issuing Office Mailing Address and Point of Contact (APR 2006)

U.S. Department of Energy
Headquarters Procurement Services
Division C (MA-643.2)
1000 Independence Avenue, S.W.
Washington, DC 20585-1615

Point of Contact: Mary L. Pitt
Telephone No.: (202)287-1571
Facsimile: (202) 287-1448
E-mail: mary.pitt@hq.doe.gov

The above e-mail address shall only be used to submit the "Intention To Propose" form (see clause L.35). **No additional information, proposals or other documents will be accepted via e-mail.**

L.14 Amendment of the Solicitation (FEB 1998)

The only method by which any term of this solicitation may be modified is by an express, formal amendment to the solicitation generated by the issuing office. No other communication made at any scheduled preproposal conference or subsequent discussions, whether oral or in writing, will modify or supersede the terms of this solicitation. Receipt of an amendment to a solicitation by an Offeror must be acknowledged in accordance with the solicitation provision "Instructions to Offerors - Competitive Acquisition." Such acknowledgment must be received prior to the hour and date specified for receipt of offers.

L.15 Offer Acceptance Period (APR 1984)

The minimum offer acceptance period is 180 days after the required date for receipt of proposals.

L.16 Questions and Communications

Pursuant to solicitation Provision L.16, questions relating to this solicitation shall be submitted via the DOE-IIPS web site no later than 1:00 p.m., local (Washington, D. C.) prevailing time on April 27, 2006. Answers

to questions will be provided via DOE-IIPS as soon thereafter as practicable. Questions received after April 27, 2006 may not be addressed before the proposal due date.

All communications concerning this acquisition (including, but not limited to, questions, management/technical issues, pricing issues, administration issues, and proposal issues) shall be conducted via the DOE-IIPS web site. The Contract Specialist, Ms. Mary L. Pitt, and the Contracting Officer, will coordinate all communications on behalf of the Government. Communications with anyone other than Ms. Pitt or the Contracting Officer are inappropriate during this on-going acquisition. In accordance with 41 U.S.C. 423(e) (1), (2), and (3), listed below are the various sanctions and/or penalties available for violations of the above-referenced prohibitions:

- Criminal penalties up to imprisonment for 5 years;
- Civil penalties up to \$50,000 fine per individual (government or contractor) and \$500,000 per contractor or firm; and
- Administrative actions up to and including dismissal from federal government or contractor employment.

L.17 False Statements (NOV 1987)

Proposals must set forth full, accurate, and complete information as required by this solicitation (including attachments). The penalty for making false statements in proposals is prescribed in 18 U.S.C. 1001.

L.18 Expenses Related to Proposal or Bid Submissions (APR 1984)

This solicitation does not commit the Government to pay any costs incurred in the submission of any proposal or bid, or in making necessary studies or designs for the preparation thereof or to acquire or contract for any services.

L.19 Preproposal Conference is not Planned (APR 1984)

A preproposal conference for this solicitation is not contemplated.

L.20 Number of Awards (APR 1984)

It is anticipated that there will be 1 award resulting from this solicitation.

L.21 Alternate Proposal Information - None (APR 1984)

Alternate proposals are not solicited, are not desired, and shall not be evaluated.

L.22 Notice Regarding Option(S) (SEP 1995)

The Department has included an option "extend the term of this contract" in order to demonstrate the value it places on quality performance, it has provided a mechanism for continuing a contractual relationship with a successful offeror/contractor that performs at a level which meets or exceeds quality performance expectations as communicated to the contractor, in writing, by the Contracting Officer or designated representative. When deciding whether to exercise the option, the Contracting Officer will consider the quality of the contractor's performance under this contract.

L.24 Proposal Preparation Instructions - Volume I, Offer and Other Documents

(a) General

Volume I, Offer and Other Documents consists of the actual offer to enter into a contract to perform the desired work. It also includes required representations, certifications, and acknowledgments, make or buy program, justification for noncompetitive proposed subcontracts, identification of technical data to be withheld, request for waiver of patent clauses, and any deviations taken. Although it incorporates them by reference, it does not physically include the other volumes.

There is no page limitation for Volume I.

(b) Format and Content

Volume I, Offer and Other Documents, shall include the following documents (in the order listed):

- (1) The Standard Form 33 fully executed.
- (2) Offeror Representations and Certifications, and Other Statements of Offerors.
- (3) Additional information to be furnished by the Offeror.
- (4) Subcontracting/Teaming Agreements for all proposed team members/major subcontractors.
- (5) Exceptions and Deviations to the Solicitation.
- (6) Summary of Exceptions and Deviations taken in other Volumes.
- (7) Organizational Conflict of Interest (OCI) Disclosure/Representation.
- (8) Facility Clearance and Foreign Ownership, Control, or Influence (FOCI) Responsibility Requirement.
- (9) Subcontracting Plan.

(c) The Standard Form 33 (complete blocks 13 thru 18)

- (1) Use of the Standard Form 33. The Standard Form 33 is to be executed fully and used as the cover sheet (or first page) of Volume I, Offer and Other Documents.
- (2) Acceptance Period. The acceptance period entered on the Proposal Form by the Offeror shall not be less than that prescribed in the solicitation provision, clause L.15 entitled "Offer Acceptance Period", which shall apply if no other period is offered.

- (3) Signature Authority. The person signing the Proposal Form must have the authority to commit the Offeror to all of the provisions of the proposal, fully recognizing that the Government has the right, by terms of the solicitation, to make an award without further discussion if it so elects.
- (d) Offeror Representations and Certifications, and Other Statements of Offerors.

The signature/submission of the proposal constitutes the Section K, Certification Requirements (see clause K.1).

- (e) Additional Information to be Furnished

- (1) Government Property

- (i) Unless otherwise stated, the Offeror is expected to furnish all property (including, but not limited to facilities, equipment, special tooling, and material) necessary for the performance of the work defined in this solicitation. Government property as used herein means all Government-furnished property, together with all property acquired by the Contractor, title which vests in the Government.

- (ii) Indicate in this Volume I whether or not the proposal is based on the use of Government property. If the Offeror proposes to use Government property to perform the work (whether or not such property is presently in the possession of the Offeror), provide the particulars in the Cost/Price Proposal volume, along with a statement signed by an executive corporate official (or the equivalent in a non-corporate entity) which:

- (A) Expresses the Offeror's unwillingness or financial inability to acquire the necessary property with the Offeror's resources; or

- (B) Explains that time will not allow the Offeror to make the necessary arrangements to obtain timely delivery of such property to meet the Government's requirements even though the Offeror is willing and financially able to acquire the property. Such an explanation is to include cost benefit studies that treat lease versus buy versus use of the Government property. In this case, existing Government property, if available, may be provided until the property acquired by the Offeror is delivered, installed, etc.

- (C) The use of Government Property and Office Space is required. DOE will not provide funds under the contract to use any other property.

- (f) Subcontracting/Teaming/Joint Venture

- (1) See clauses entitled "Subcontracts" and "Competition in Subcontracting" of the contract clauses at Section I (See

clause I.1 52.252-2 Clauses Incorporated by Reference).

- (2) The Offeror shall select proposed subcontractors (including suppliers) on a competitive basis to the maximum practicable extent consistent with the objectives and requirements of the solicitation. Competitive solicitation of proposed subcontractors shall be discussed in this section. Non-competitive selection of proposed subcontractors must be justified.
- (3) If the Offeror is a joint venture, LLC, or has a major subcontractor (those performing at least \$5 million of work over the contract period, including options), the Offeror shall provide a copy of the joint venture or LLC agreement (if applicable) or a copy of any agreement(s) with subcontractor(s). The Offeror must demonstrate that proposed joint venture partners, LLC members, and/or major subcontractors (i.e., all proposed team members) will be available to perform work as described in the Offeror's proposal.

(g) Exceptions and Deviations to the Solicitation

The Offeror shall identify and explain any exceptions or deviations taken or conditional assumptions made with respect to the Schedule, the Clauses, and the List of Documents, Exhibits and Other Attachments of the Solicitation, Offeror Representations, Certifications, and other Statements of the Offeror form, the requirements of this Section, and other matters included in Volume I - Offer and Other Documents, including the reporting requirements.

(h) Summary of Exceptions and Deviations Taken in Other Volumes

The Offeror shall summarize each technical, cost, or other exception taken elsewhere, and provide specific cross references to its full discussion.

(i) OCI Disclosure/Representative

Provide the following information for OCI:

- 1. Name of Company, Address, Telephone Number and Taxpayer ID
- 2. Description of Services to be provided
- 3. A statement of any past, present or current planned financial, contractual, organization or other interests relating to the PWS over past three years.
- 4. A statement that no actual or potential conflict of interest or unfair competitive advantage exists.
- 5. If an actual or potential conflict of interest or unfair competitive advantage may exist provide your mitigation plan.

(j) Facility Clearance and FOCI Responsibility Requirement

In accordance with the National Industrial Security Program Operating Manual (NISPOM), Chapter 2, Security Clearances, "A facility clearance (FCL) is an administrative determination that a

facility is eligible for access to classified information or award of a classified contract." Also, in accordance with DEAR 952.204-73, Facility Clearance (May 2002), a Facility Clearance and FOCI approval is required since contractor employees will be required to have access authorizations to allow them to access classified matter at other Department of Energy (DOE) approved facilities.

The Offeror shall demonstrate and provide evidence that it currently possesses either a Department of Defense (DOD), DOE, Nuclear Regulatory Commission (NRC) or a Central Intelligence Agency (CIA) FCL. If it does, Offerors generally need not resubmit a FOCI package unless specifically requested to do so. Instead, provide your DOE or NRC Facility Clearance Code or your DOD assigned commercial and Government entity (CAGE) code. If uncertain, consult the office which issued this solicitation or review the information found at:
<http://www.dss.mil/isec/nispom.htm>.

If the Offeror does not possess an FCL granted by DOD, NRC, CIA or DOE, the Offeror must clearly demonstrate its ability to obtain this requirement in accordance with DOE Order 470.1 (9-28-95), Chapter V, and particularly the explicit requirement for granting approval stated on pp. V-3 to V-8. Offerors are required to complete electronically a FOCI Certification before the closing date of the RFP at the following website:
<https://FOCI.td.anl.gov>.

Offerors are advised that the FCL requirements stated herein will be a matter of Contractor Responsibility pursuant to FAR 9.1, and most importantly FAR 9.104-1(e); FAR 9.104-1(f); FAR 9.104-1(g); and FAR 9.104-3(a).

Failure to comply with this requirement may likely result in a Determination and Finding of Nonresponsibility by the Contracting Officer resulting in exclusion of the Offeror from award. OFFERORS ARE URGED TO COMPLY WITH THE FACILITY CLEARANCE REQUIREMENT STATED HEREIN. The Government does not intend to hold discussions to clarify uncertainties, ambiguities, omissions, or disregard (whether intentional, unintentional or inadvertent) of the FCL requirement.

(k) Subcontracting Plan

In accordance with Section I clause, FAR 52.219-9, "Small Business Subcontracting Plan," an acceptable Small Business Subcontracting Plan is required prior to contract execution.

The Offeror, in developing its proposed plan, shall establish specific goals for each small business category as follows: (1) small business (includes small business, veteran-owned small business, service-disabled/veteran-owned small business, HUBZone small business, small disadvantaged business, and woman-owned small business concerns); (2) veteran-owned small business; (3) service disabled veteran-owned small business; (4) HUBZone small business; (5) small disadvantaged business; and (6) woman-owned small business. The Offeror's plan shall address the eleven elements identified in FAR 52.219-9(d). The Offeror shall

establish goals that afford small businesses with the maximum practicable opportunity to participate in contract performance consistent with efficient performance.

The following are the subcontracting goals that have been negotiated by the Department of Energy with the Small Business Administration:

Small Business	41.3%
Small Disadvantaged Business	6.33%
Woman-Owned Small Business	5.76%
HUBZone Business	2.22%
Service-Disabled Veteran	1.25%

Each Offeror is strongly encouraged to consider this information in establishing goals under its proposed Small Business Subcontracting Plan.

L.25 Proposal Preparation Instructions - Volume II, Technical Proposal (APR 1984)

(a) General

There is a 100 page limitation for Volume II, excluding any table of contents, glossary, title page, and résumés of key personnel and past performance information. Also, past performance information submitted by references does not count toward the 100 page limitation.

- (1) Volume II - The Technical Proposal consists of the Offeror's understanding and approach to accomplishment of the PWS, personnel qualifications and staffing plan, business management plan, past performance, and small business participation. Since your Technical Proposal will be evaluated to determine such matters as your understanding of the work to be performed, your technical approach, and your potential for completing the requirements contained in the PWS, it should be specific and complete in every detail. The proposal should be practical and be prepared simply and economically, providing a straightforward, concise delineation of what it is the Offeror will do to satisfy the requirements of the PWS.
- (2) To ensure that your Technical Proposal is appropriately evaluated on the technical merit of the material submitted, **no cost/price information shall be included in your Technical Proposal.**
- (3) **The proposal shall not merely offer to perform work in accordance with the PWS but shall outline the actual work proposed as specifically as is practical.**
- (4) DOE shall be notified in writing as soon as possible if at any time prior to award any person proposed as key personnel will not be available to perform under the contract. The Offeror at that time will furnish to DOE a statement as to why the subject key personnel is no longer available; a résumé and

letter of commitment of the person being furnished as a substitute; and a statement identifying how the substitute's qualifications meet the requirements of the Position Qualifications for the labor category for which they are being proposed. If the substitution of key personnel occurs after receipt of proposals, and it is determined that the substitution of the key personnel would not have changed the selection decision, the DOE will proceed to award without opening or reopening discussions.

(b) Format and Content

Volume II, Technical Proposal, shall include the following components:

- (1) Table of Contents and List of Tables. A suitable table of contents shall be provided for ready reference. No materials shall be incorporated by reference that is not included in the Technical Proposal. Each proposal part should stand alone.
- (2) Exceptions and Deviations. This component shall identify any exceptions or deviations taken, or conditional assumptions made with respect to the technical requirements of the solicitation.

Any exceptions taken must contain sufficient amplification and justification to permit evaluation. All benefits to the Government shall be explained for each exception taken. Such exceptions will not, of themselves, automatically cause a proposal to be termed unacceptable. However, a large number of exceptions, or one or more significant exceptions not providing benefit to the Government may result in rejection of the proposal(s) as unacceptable.

(c) Specific Areas to be addressed

All the items and factors described below shall be addressed in the Technical Proposal.

CRITERION 1: PERSONNEL QUALIFICATIONS AND STAFFING PLAN

The Offeror must demonstrate its ability to recruit, retain, and provide highly skilled qualified personnel, both key and non-key, who meet or exceed all requirements, including but not limited to possessing or being able to obtain required access authorizations (security clearances) within 90 days of contract award, i.e. the transition period.

The Offeror shall describe the technical capabilities and submit current resumes and letters of commitment for all of the key personnel. The key personnel labor categories are: Program Manager, Task Area Managers (3), Senior Technical Analysts (10), and Senior Trainer. The Offeror shall demonstrate that each key individual proposed satisfies or exceeds the personnel qualifications provided in Section J, Attachment B - Position Qualifications, including security clearance requirements, and submit a résumé for each proposed key personnel employee. Each

résumé, which must follow the format set forth at Section J, Attachment 3, shall not exceed three (3) single-spaced pages in length. The résumés should demonstrate the extent, depth, and quality of the individual's relevant work experience; as well as the quality and applicability of the individual's education, technical experience, and professional development as such relates to the proposed position. The résumé should also indicate whether the individual currently has a security clearance. A Key Personnel Staffing Matrix shall be provided summarizing the qualifications of individuals proposed for the specific positions and the required security clearance data. With respect to the key personnel labor category of Senior Technical Analyst, the Matrix should note which of the experience area(s) enumerated in Section J, Attachment B - Position Qualifications, the proposed individual has experience in.

The Offeror must demonstrate the availability of key personnel to perform under the contract. For each key individual proposed, the Offeror shall submit a letter of commitment which must follow the format set forth at Attachment 3. **Failure to submit letters of commitment for key personnel may result in a lower evaluation rating or the Offeror's proposal being eliminated from further consideration for award.**

The Offeror shall demonstrate its plan for providing the non-key personnel required for this contract in accordance with Section J, Attachment B - Position Qualifications, and Section J, Attachment 4, EXHIBIT-I - Estimated Direct Productive Labor Hours (DPLH). The plan should demonstrate the Offeror's ability to provide qualified personnel by demonstrating the sufficiency of the resources described in the items listed below and the Offeror's approach to ensuring sufficient staffing for contract transition and start-up (i.e., within 90 days of contract award).

The Offeror's plan should include the following information for each non-key labor category set forth in Section J, Attachment B - Position Qualifications: (1) the number of personnel currently employed by the Offeror that satisfy the qualifications specified in the RFP; (2) the number of personnel that satisfy the qualifications specified in the RFP planned to be provided from the current employees of a proposed subcontractor or other team member, or from consultants; and (3) the number of personnel that satisfy the qualifications specified in the RFP planned to be provided from new hires. The Offeror should indicate whether the proposed personnel currently have security clearances or provide other relevant security clearance data demonstrating that the individuals can receive security clearances within 90 days of contract award. A Non-Key Personnel Staffing Matrix shall be provided summarizing the qualifications of individuals proposed for the specific positions and the required security clearance data. Where proposed non-key personnel are currently employed by an incumbent contractor other than the Offeror, if the Offeror is unable to list specific personnel, the Offeror should describe the number of incumbent personnel it intends to utilize and identify which positions the incumbent personnel will fill. With respect to the non-key personnel labor categories of Policy Analyst and Technical Analyst Reviewer, the Matrix should note which of the

experience area(s) enumerated in Section J, Attachment B - Position Qualifications, the proposed individual has experience in.

The Offeror should describe, in detail, how it will assure that the required number of qualified personnel will be available for contract start-up, including but not limited to possessing or being able to obtain the required access authorizations (security clearances) within 90 days of contract award. If the Offeror proposes to hire personnel currently employed by an incumbent contractor, the Offeror should demonstrate, in detail, its ability to recruit and retain such personnel. The Offeror shall also describe what efforts will be taken to retain the proposed key and non-key personnel and how they will be replaced, if necessary. Where possible, the Offeror should provide a demonstration of its historic ability to recruit and retain personnel, including but not limited to ensuring all required personnel are available for contract start-up.

All work under this contract may require access to DOE Restricted Data, Formerly Restricted Data or National Security Information up to the Top Secret level ("Q" clearance). Therefore, all of the proposed key and non-key personnel proposed for contract start-up (within 90 days of contract award, i.e. the transition period) must meet one of the following conditions:

- a) Have a current DOE "Q", Top Secret or equivalent clearance at time of award or;
- b) Have held a DOE "Q", Top Secret or equivalent clearance which was terminated without prejudice within six (6) months prior to the closing date as identified on the cover sheet of this solicitation, or;
- c) Have been the subject of a favorable full field background investigation conducted by OPM or the FBI. A background investigation may have been done by a Federal agency other than the FBI or OPM provided the investigation meets the scope and extent of the required investigation and the investigation was conducted within the last five (5) years prior to the closing date identified on the cover sheet of this solicitation, and a clearance was granted by another agency based on the investigation, or;
- d) Have been the subject of a full field investigation completed within ten (10) years, updated within the past five (5) years, and the results favorably adjudicated (reference DOE M 470.4-5).

In the Key Personnel and Non-key Personnel Staffing Matrices, the Offeror should indicate that each proposed employee meets one of the above categories ((a)-(d)) and indicate which category applies. The Offeror must provide the name, social security number, date of birth, place of birth, and current address for each individual proposed so that security clearance status may be confirmed. This data is not required where proposed non-key personnel are currently employed by an incumbent

contractor other than the Offeror, if the Offeror is unable to provide such information.

Failure to demonstrate the ability to obtain required access authorizations consistent with items (a)-(d) above may result in a lower evaluation rating or the Offeror's proposal being removed from further consideration for award.

CRITERION 2: TECHNICAL APPROACH

The Offeror shall discuss the proposed approach to accomplishing the requirements of the projects defined in the PWS. A technical analysis of the PWS tasks shall be provided in sufficient and precise detail to establish that the Offeror understands the technical scope and complexity of work to be performed.

The Offeror shall provide detailed evidence of its demonstrated capability to accomplish the PWS tasks. The Offeror shall present its understanding of what is required for an acceptable task fulfillment, including work definition and deliverables. The Offeror shall describe how it will provide and apply day-to-day operating and special response procedures for quick reaction requirements to Government needs.

The Offeror shall demonstrate how it will utilize contract personnel with specialized expertise and experience to achieve enhanced contract performance. For example, the Offeror should describe its plan to facilitate the exchange of expert nuclear weapon knowledge between guidance writing teams and document review teams; to select the best individuals for various tasks, based on the specific type of information that must be reviewed and/or analyzed; and how it will facilitate enhanced interaction between the guide writers and the guide users (document reviewers) that will result in more comprehensive guidance documents that better respond to real-life scenarios and current declassification issues. The Offeror should describe, in detail, any other plans that will enhance contract performance, including but not limited to approaches that will enhance contractor responsiveness or provide performance efficiencies.

The Offeror shall also describe its approach to responding to fluctuations in the different work areas of document review and guidance development. The Offeror should describe its ability to shift employees between tasks depending on work flow, taking into consideration potential periodic reduction or surges in work flow in the different contract areas. The proposal should also indicate how key personnel will be made available to perform the effort required during peak work loads, overlapping or simultaneous tasks, sick or vacation leave, etc.

CRITERION 3: BUSINESS MANAGEMENT PLAN

The Offeror shall provide a Business Management Plan that discusses its proposed organizational structure for performance of the contract (joint venture, use of subcontractor(s), etc.), the

rationale for the chosen structure, the program management office location, and the supervisory relationship between contract team members. The Offeror's procedures for awarding, managing, and monitoring subcontracts should be discussed. The Offeror should demonstrate how the proposed organizational structure will enhance contract performance.

The Offeror should discuss the lines of program management authority, responsibility, accountability, and control. The degree of autonomy, accountability, decision-making, and delegation authority being vested in the Program Manager should be discussed. The Offeror should describe its processes for resolving problems, decision making, resource commitment, and maintaining a high degree of responsiveness to fluctuating DOE requirements.

The Offeror should provide a detailed transition plan that addresses the assumption of responsibilities from the incumbent contractors and ensures a seamless transition with no impact on services and an efficient transfer of on-going projects. The Offeror should identify potential transition problems and methods to avoid or mitigate the impact of such problems on the transition process.

The Offeror shall demonstrate its business management capabilities and approach to accomplish the work required by the PWS, including meeting reporting requirements and deadlines, task planning, scheduling, and cost control. The Offeror should discuss how it will provide accurate, timely, complete, and acceptable task, financial, staffing, and quality control plans, and willingly control costs. The Offeror should discuss how it will monitor its performance through a proposed Quality Assurance Plan. The QAP shall focus on the Offeror's understanding of the PWS through identification of appropriate metrics (including but not limited to schedule performance, management performance, technical performance, task assignment, product quality, and cost control), realistic and appropriate monitoring methods identified for each metric, and appropriate frequency of monitoring for each metric.

The Offeror should describe its knowledge of applicable security requirements, and its procedures and resources for ensuring compliance with applicable security requirements. In addition, the Offeror should discuss its plan to train and/or update contract personnel regarding nuclear issues, document review issues, policy issues, guidance issues, and security issues to ensure that personnel are familiar with any relevant changes or developments in those areas.

CRITERION 4: PAST PERFORMANCE

The Offeror shall provide the Past Performance Questionnaire and Transmittal Letter (Section J, Attachment 1) for up to five (5) references for contracts similar in type, scope, and complexity completed or in progress during the past five (5) years. The Offeror will provide, for each of the contracts utilized as referenced projects, the contract number, dollar amount of contract, brief description of the scope of work, sponsoring

agency, and the name and telephone number of the Contracting Officer or other appropriate contact.

The Offeror shall request that the references return the Past Performance Questionnaire and Transmittal Letter directly to the address identified in Section L. Offerors should allow adequate time for the completed forms to be returned to the DOE by the proposal due date.

The Offeror's past performance of contracts (including current contracts) similar to the work described in the PWS, including that of joint venture partners, LLC members, and major subcontractors (those subcontractors performing a minimum of \$5 million in work over the contract period, including options), will be evaluated on the basis of information furnished by the Offeror's customers, using the Past Performance Questionnaire. The reference should be provided for work done only for the proposing division/segment of the Offeror's firm. In the case of a joint venture, LLC, or other team formed for the purpose of competing for this contract, the Offeror shall submit past performance information for the members that comprise the newly formed entity.

References other than those identified by the Offeror may be contacted by the Government with the information received used in evaluation of the Offeror's past performance. Information utilized shall be obtained from the references listed in the proposal and may also be obtained from other customers known to the Government. The Government may evaluate past performance on fewer than the total number of contracts if all the completed Past Performance Questionnaires are not returned.

The Offeror shall provide a list of contracts terminated (partially or completely) within the past five (5) years, including the contract number, dollar amount of contract, brief description of the scope of work, reason for termination, sponsoring agency, and the name and telephone number of the Contracting Officer. This shall include joint venture partners, members of an LLC, and major subcontractors.

CRITERION 5: SMALL BUSINESS/SMALL DISADVANTAGED BUSINESS PARTICIPATION

The DOE strongly encourages the maximum usage of small/small disadvantaged business (including, but not limited to, women/veteran-owned, HUBZone and Native American businesses) in the performance of its requirements and is particularly interested in providing to such concerns an opportunity to apply their expertise, in a meaningful way, to the effort to be performed under the contract resulting from this solicitation. The Offeror must address, in detail, its approach to small/small disadvantaged business participation. This information must include, for each proposed small/small disadvantaged business (including the prime contractor, if applicable), a description of the type(s) of work, both in variety and complexity, and the term, percentage and dollar amounts of the work proposed to be performed by small businesses. The Offeror should discuss, in detail, how the proposed small business participation for this requirement was

derived, how the proposed small business participation compares to previous subcontracting/teaming efforts (if applicable), and how this participation will be achieved. The total amount of small business participation, whether the small business is a prime contractor or a subcontractor, will be considered.

Offerors that are not small businesses, whether proposed as a prime contractor, LLC, or teaming member, should discuss their past three (3) years of small business subcontracting goals; identify the actual subcontracting agreements that were issued and the percentage of actual participation as it compares to the associated prime contracts; and justify the percentage of subcontract participation actually attained.

L.26 Proposal Preparation Instructions - Volume III, Cost/Price Proposal - Support Service (SEP 1991)

1. General

- (a) The Cost/Price Proposal consists of the Offeror's estimated cost/price plus fee/profit to perform the required work, as set forth in the Statement of Work, on a fixed rate, level-of-effort, task assignment basis. Since the Cost/Price Proposal will be evaluated to determine the total price, (costs plus fee/profit) to the Government, it should be accurate, complete, and well documented. Contractual cost information is not to be included in the Technical Proposal.

There is no page limitation for Volume III.

- (b) Identification: All forms, tables, and exhibits must be identified and listed in the table of contents or index. All pages, including forms, must be numbered.
- (c) Direct Labor Hours: Direct labor hours shall be proposed in accordance with the labor categories and labor hour requirements described in Attachment 4 to this solicitation. This staffing plan is also summarized in Exhibit-B of the attachment. Direct labor shall be proposed on the basis of Direct Productive Labor Hours (DPLH), i.e., estimated number of hours on the job. Should an Offeror's accounting system require nonproductive labor hours (vacations, holidays, sick leave, etc.) to be charged as direct labor, all such costs shall be separately identified and priced. Each Offeror must propose the number of labor hours by labor category as specified by Exhibit-I.
- (d) Rounding: Final monetary extensions should be expressed in whole dollars.
- (e) Definitions: Federal Acquisition Regulation (FAR) Part 31, Contract Cost Principles and Procedures, shall be the guide to the definition of the cost elements.

2. Format and Content:

- (a) Section One: Mandatory Exhibits

Offerors shall submit Exhibits A through K for the Offeror's effort (i.e., excluding the subcontractors and any affiliated business units) and provide separate Exhibits A through K for any subcontractors or affiliated business units. In addition, the Offeror shall submit a summary level Exhibit-A which incorporates the contractor's, the subcontractor(s) and any affiliated business units exhibits. Copies of the "Cost Proposal Exhibits," Exhibits A through K are provided in Attachment 4 to this solicitation.

1. Exhibit-A: Pricing Proposal Summary

Cost/price data must be fully supported, documented and traceable. The Pricing Proposal Summary identified in this exhibit is the format for the cost/price details by cost element. Offerors shall reference on the Pricing Proposal Summary, the page numbers, paragraphs, charts, or exhibits which identify the location of the support for the cost/price data. Offerors shall also state which elements of the cost/price proposals are based on actual and verifiable data and which elements are based on projections. For projected cost elements the Offeror shall provide and discuss the judgmental factors used to project from the actual and verifiable data to the estimated value. In addition, the Offeror shall also identify and discuss the following:

(i) The contingencies used by the Offeror in developing the proposed costs/price; and

(ii) The basis for the cost/price estimate for each element, i.e., how the labor rates were developed, the indirect rates are calculated and developed, selection of subcontractors/consultants, material prices, escalation rates, etc.

2. Exhibit-B: Labor Rates for Proposed Individuals and Categories

This exhibit shall be prepared showing direct labor rates only. All named personnel, including key personnel (i.e., personnel whose resumes are included in the Technical or Business and Management Proposals), shall be separately identified on this exhibit. In those instances where the DPLH or a portion of the DPLH is to be performed by unnamed individuals, a category or composite rate may be used. The following applies when proposing other than individual rates.

(i) The proposed category rates should reflect those identified in your accounting system. If your category titles do not correspond to the RFP categories and their applicable qualification, then enter your corresponding category title in the third column of the Exhibit-B along with the RFP Category name in the first column.

(ii) If it is necessary to propose more than one of your category titles to satisfy a required RFP labor category, then provide more than one entry for each of the RFP titles. For example, if you intend to satisfy the RFP labor category of "Senior Analyst" with your categories of "Analyst-I" and "Analyst-II", then you would enter the RFP labor category of "Senior Analyst" twice, and provide the category rates for both "Senior Analyst/Analyst-I" and "Senior Analyst/Analyst-II".

(iii) If your accounting system does not maintain or use true category rates for proposal and cost accounting purposes, then you should not propose category rates. Instead, the development and use of a composite rate composed of individual rates which correspond to the RFP labor category requirements would be acceptable.

List the RFP labor category, the individual's name or the Offeror's category/composite rate title, current hourly rate, "actual as of" date (the "actual as of" date for the current actual hourly rate identifies the date the last increase was given to an individual or category), the yearly escalation rates, and the projected rate for each year for the proposed contract.

If escalation of the labor rates is contemplated then it should be proposed as follows:

(i) For individuals, the current rates should be escalated from the "as of date" to the starting date of the contract and then escalated yearly for the life of the contract. However, if an individual has not been receiving yearly salary adjustments, then the current hourly rate will be considered as the contract start rate with escalation provided thereafter on a yearly basis.

(ii) For category rates where all personnel receive increases on the same date, the current rates should be escalated from the "as of date" to the starting date of the contract and then escalated yearly for the life of the contract.

(iii) For category rates where personnel receive increases at different times during the year, the current rates should be escalated from the "as of date" to the midpoint of the first contract year and then escalated yearly for the life of the contract.

The escalation factor used on Exhibit-B must be based on the Offeror's projected annual escalation rate. The Offeror's projected annual escalation rate should be prorated for the portion that falls within the base period. Discussion and support for the projected escalation rates used must be provided.

In an attachment to Exhibit-B show how any proposed category or composite rates were developed for each labor category and how the key/named personnel and the other personnel in the category were weighted. Also identify and discuss the basis and development of the rate and its application for the initial year and each year of use thereafter.

3. Exhibit-B1: Labor Rates, Hours, and Costs

This exhibit provides a summary of the labor cost for each contract year. List the RFP labor category, composite, or individual's rate(s) from Exhibit-B, the number of hours per year per individual/category, and the cost (rates X hours) by category. No indirect cost or fee should be included in this exhibit. The rates used on this exhibit must be the same as those developed for Exhibit-B. A summary of the total labor dollars for each year of the contract is to be provided on the

last page of Exhibit-B1.

4. Exhibit-B2: Loaded Labor Rates for Proposed Categories/Individuals

If the solicitation or the Contracting Officer requires labor hour rates (i.e., fully loaded labor rates, labor rates which include all indirect costs*) be proposed for this contract, then Exhibit-B2 must also be completed. Exhibit-B2 includes all of the necessary instructions to complete the exhibit. A separate Exhibit-B2 must be completed for each year proposed.

***PROFIT AMOUNTS AND/OR FEE ARE TO BE EXCLUDED FROM THE LOADED LABOR RATES**

5. Exhibit-C: Summary of Indirect Expense Pools and Bases - **NOT REQUIRED IF THE OFFEROR INCLUDE A COPY OF THEIR MOST RECENT PROVISIONAL INDIRECT RATE AGREEMENT FROM THE COGNIZANT AUDIT AGENCY**

Exhibit-C provides the format for the individual expense items for each indirect pool by item name and dollar amount. The exhibit shall be prepared for the Offeror's most recently completed fiscal year, the current fiscal year, and the next two fiscal years. A separate Exhibit-C is required for each proposed indirect rate and cost center. The format of this exhibit should be modified to reflect the Offeror's accounting system.

The RFP may require administrative and/or clerical support to be proposed as DPLH. If your accounting system normally charges the administrative and/or clerical expense to indirect expense pool(s), then the Offeror shall clearly demonstrate and discuss that the required administrative and/or clerical requirements have been considered in preparation of this proposal, e.g., include the number of administrative and/or clerical employees on board for the prior fiscal year, the current fiscal year, and the projections for the next two fiscal years. Also identify the percentage of indirect dollars for administrative and/or clerical staff included in each fiscal year. The Offeror shall also discuss the potential impact of this RFP on the indirect rate(s) should the Offeror be selected for award.

6. Exhibit-D: Personnel Inventory as of Date of Proposal

Complete as indicated on the Exhibit.

7. Exhibit-E: Reconciliation of RFP and Offeror Labor Categories

If the Offeror's labor categories differ from the RFP labor categories, the Offeror shall supply a cross reference between the RFP labor categories and the Offeror's labor categories. If specific individuals, rather than an Offeror's labor category are proposed (named within Exhibits-B, B1, and B2), then those individuals shall be identified.

8. Exhibit-F: Government Property

Exhibit-F is divided into two sections: (1) Government Furnished Property and (2) Contractor Acquired Government Property. If the Offeror's proposal is based upon the use of Government property, provide a list of those items on this exhibit. Discuss how the property will be

acquired and how it will be used during this contract. Also provide the following information:

- (i) the expected amount of utilization (in hours per week);
- (ii) the expected percentage of capacity utilized; and
- (iii) how much of the utilization is attributable to this contract.

For each item of Government furnished property proposed, an analysis must be attached to this exhibit describing the additional costs and fee which may be incurred should the Government decide not to furnish the proposed property. This includes Government property currently in the Offeror's possession. Refer to Section H of this RFP for additional information concerning Government Property.

9. Exhibit-G: Other Direct Costs

Offerors shall propose all non-local travel costs in accordance with the Government's estimated travel requirements as listed in Section J, Attachment 4 entitled "Cost Proposal Exhibits," Exhibit-G of this RFP. In addition, the Offeror shall include all other direct costs on the Exhibit-G and provide justification for each item proposed, including all necessary supporting data or documentation for these costs to be considered in the evaluation of the proposal.

10. Exhibit-H: RESERVED

11. Exhibit-I: Direct Productive Labor Hour Requirements

This exhibit lists the labor skills required by DOE for this procurement. In addition, it details the Direct Productive Labor Hours (DPLH) requirements for each year.

12. Exhibit-J: Uncompensated Overtime

If uncompensated overtime is being proposed for any personnel under this contract, Exhibit-J must be completed. Uncompensated Overtime is the time worked in excess of the normal 8 hours per day or 40 hours per week by employees who are exempt from the Fair Labor Standards Act (FLSA), without additional compensation.

Each key person or named person for whom uncompensated overtime is being proposed should be specifically identified and separately listed on Exhibit-J. Uncompensated overtime proposed for any category of employees must also be identified and separately listed on this exhibit. This information will be incorporated into Section H as a new clause entitled "Uncompensated Overtime," in any contract resulting from this solicitation.

13. Exhibit-K: Cognizant Federal Agency (CFA) Information

FAR 42.703(a) stipulates "A single agency [see FAR 42.705-1(a)] shall be responsible for establishing indirect cost rates for each business unit. These rates shall be binding upon all agencies and their contracting offices, unless otherwise specifically prohibited by statute." This single Government agency is referred to as the Cognizant Federal Agency

(CFA). The CFA is normally the Federal Agency which has the largest unliquidated contract dollar amount by fiscal year with a Contractor.

The offeror shall identify their CFA, if known, by providing the following information on page 1 of Exhibit-K:

Cognizant Federal Agency
Contracting Officer's Name
Contracting Officer's Address and
Telephone Number

If the information for page one of Exhibit-K is not provided or you do not know the identity of your CFA, then a separate page two must be completed for each Federal agency with whom you have active contracts.

The format may be adjusted to fit the Contractor's specific circumstances, i.e., for larger contract numbers or for contracts which are active for more than five years. List the information starting with the oldest contract first. The information must be provided for all current and projected Government contracts, be they prime contracts or subcontracts. If the contract is for the operation of a Government facility, i.e., a management and operating (M&O) contract, then identify it as such with a footnote. This information will assist us in identifying your CFA.

(b) Section Two: Additional Information

The Offeror and all subcontractors at all levels shall furnish the information required below, as applicable.

1. Subcontracts: In addition to a subcontract list required by the Material Section in support of the pricing proposal, the following information is required from the prime Contractor for each planned subcontract of \$25,000 or more:

- a. The number of offers/quotations solicited and received.
- b. The cost or price analysis accomplished, including a discussion by cost element by the prime of the allocability, allowability, and reasonableness of the costs proposed by the subcontractor.
- c. Names and addresses of the subcontractors tentatively selected and the basis for their selection; i.e., low bidder, delivery schedule, technical competence, etc.
- d. A statement as to whether or not the subcontractor is a small or small and disadvantaged business concern.
- e. Type of contract contemplated.
- f. Affiliations with the prime contractor or subcontractor as applicable.

2. Consultants: For each consultant proposed, the following information shall be provided with the Offeror's (prime or subcontract) cost/price proposal:

- a. Resume, if not included in the Technical Proposal.
 - b. Details of what cost elements are included in the rate, and what costs, if any, will be charged in addition to the rate.
 - c. Copies of five (5) invoices submitted to other clients which support the proposed rate with confirmation of payment. In the event that it is impossible to provide this information, then provide the consultant's employment history for the previous three (3) years, including salary and rate history, covering only those times when the consultant worked 20 or more days.
 - d. A copy of the signed consulting agreement between the Offeror and the consultant.
 - e. A signed statement from the consultant that the proposed rate is a "Most Favored Customer Rate", or the reason it was not offered.
 - f. A rate comparison from the Offeror which indicates that the rate proposed is comparable to the rates other consultants receive for performing similar types of work. The Offeror shall provide the names and phone numbers of the other consultants used in the comparison.
3. Compensation to Professional Employees under Federal Contracts for Services (Refer to Section M, provision entitled "Evaluation of Compensation for Professional Employees," of the RFP).
- a. Briefly describe the company's compensation policies concerning the following items. Existing company policies, procedures, publications or excerpts thereof shall be furnished:
 - (i) Salary increases (merit, cost of living adjustments, general increases, etc.).
 - (ii) Fringe benefits (retirement, insurance contribution, vacations, holidays, sick leave, etc.).
 - (iii) Travel and per diem.
 - (iv) Bonuses and other employee incentives.
 - (v) Paid overtime and uncompensated overtime.
 - b. The Offeror shall discuss and provide data which supports that its wage and salary structure is competitive and that the firm has the ability to recruit and retain qualified personnel to perform this contract.
 - (c) Section Three: Exceptions, Deviations, and Conditional Assumptions
 1. The Offeror shall identify and explain any exceptions, deviations, or conditional assumptions taken to the Cost Proposal Preparation Instructions for this RFP.
 2. The Offeror shall identify and explain any exceptions, deviations, or conditional assumptions taken to any other part of this RFP, which could have an impact on the Cost Proposal.

L.27 Classified Material (APR 2006)

Performance under the proposed contract shall involve access to classified material. The Offeror shall be required to obtain necessary security clearances for personnel to have access to classified material.

L.28 Responsible Prospective Contractors (APR 1984)

(a) The general and additional minimum standards for responsible prospective Contractors set forth at FAR 9.1 and DEAR 909.104-1 apply.

(b) DOE may conduct preaward surveys in accordance with FAR 9.106 and may solicit from available sources, relevant information concerning the Offeror's record of past performance, and use such information in making determinations of prospective Offeror responsibility.

L.29 Discussions With Offerors (APR 1984)

The Contracting Officer may conduct written or oral discussions with any or all of the Offerors. Offerors will be notified of the date, time, and place for any such oral discussions. Any such discussions will be conducted in accordance with DOE acquisition policies and procedures.

L.30 Information of Award (APR 1984)

Written notice to unsuccessful Offerors and contract award information will be promptly released in accordance with DOE regulations applicable to negotiated acquisitions.

L.31 Disposition of Proposals or Bids (APR 1984)

Proposals or bids will not be returned (except for timely withdrawals).

L.32 An Equal Rights Note (APR 1984)

Wherever, in the solicitation or contract "man," "men," or their related pronouns may appear, either as words or as parts of words (and other than with obvious reference to named male individuals), they have been used for literary purposes and are meant in their generic sense (i.e., to include all humankind - both female and male sexes).

L.33 DEAR 952.233-2 Service of Protest (FEB 2005)

As prescribed in 48 CFR 933.106(a), the following is added to the end of the provision at FAR 52.233-2:

(c) Another copy of a protest filed with the Government Accountability Office shall be furnished to the following address within the time periods described in paragraph (b) of this clause: U.S. Department of Energy, Assistant General Counsel for Procurement and Financial Assistance (GC-61), 1000 Independence Avenue, S.W., Washington, DC 20585, Fax: (202) 586-4546.

L.34 Foreign Ownership, Control, or Influence (FOCI) (May 1998)

Offerors are hereby notified that the evaluation for award phase of this

solicitation may require the completion of a separate FOCI package. If completion of a FOCI package is required, a FOCI certification, questionnaire, and instruction package will be forwarded by the DOE to the Offeror for completion and return as deemed appropriate. Failure to furnish the information upon request will render the offeror ineligible for award.

L.35 IIPS Intention to Propose (APR 2006)

Please review this solicitation. To enable us to anticipate the number of submissions to be evaluated, please complete the information in the Intention to Propose form (see Section J - Attachment 7) and e-mail the completed form to the Contract Specialist by the earliest practical date (See Clause L.13).

L.36 952.233-4 Notice of protest file availability. (SEP 1996)

(a) If a protest of this procurement is filed with the Government Accountability Office (GAO) in accordance with 4 CFR Part 21, any actual or prospective Offeror may request the Department of Energy to provide it with reasonable access to the protest file pursuant to FAR 33.104(a)(3)(ii), implementing section 1065 of Public Law 103- 355. Such request must be in writing and addressed to the contracting officer for this procurement.

(b) Any Offeror who submits information or documents to the Department for the purpose of competing in this procurement is hereby notified that information or documents it submits may be included in the protest file that will be available to actual or prospective Offerors in accordance with the requirements of FAR 33.104(a)(3)(ii). The Department will be required to make such documents available unless they are exempt from disclosure pursuant to the Freedom of Information Act. Therefore, Offerors should mark any documents as to which they would assert that an exemption applies. (See 10 CFR part 1004.)

L.37 952.233-5 Agency protest review. (SEP 1996)

Protests to the Agency will be decided either at the level of the Head of the Contracting Activity or at the Headquarters level. The Department of Energy's agency protest procedures, set forth in 933.103, elaborate on these options and on the availability of a suspension of a procurement that is protested to the agency. The Department encourages potential protesters to discuss their concerns with the contracting officer prior to filing a protest.

L.38 Contacts Regarding Future Employment

Offerors may contact incumbent contractor employees about future employment except where prohibited by law. These contacts shall take place outside the normal working hours of the employees and not on any DOE site. Offerors are reminded, however, that they are prohibited from contacting anyone about procurement sensitive information relating to this solicitation. Refer to FAR 2.101 and 3.104.

SECTION M - EVALUATION FACTORS FOR AWARD**M.1 Evaluation of Proposals**

- (a) This acquisition will be conducted pursuant to the policies and procedures in FAR Part 15 and DEAR Part 915.
- (b) The instructions set forth in Section M are designed to provide guidance to Offerors concerning the documentation that will be evaluated. Offerors must furnish adequate and specific evidence in their proposals. A proposal will be eliminated from further consideration before the initial ratings if the proposal is so grossly and obviously deficient as to be unacceptable. For example, a proposal will be deemed unacceptable if it does not address the essential requirements of the RFP, or if it clearly demonstrates that the Offeror does not understand the requirements of the RFP. In the event that a proposal is rejected, a notice will be sent to the Offeror stating the reason(s) why the proposal will not be considered for further evaluation under this solicitation.
- (c) The Government, at its option, either prior to or after receipt of proposals, may elect to cancel this RFP if it is determined to be in the best interests of the Government.

M.2 Evaluation Criteria - General

- (a) Proposals will be evaluated in accordance with applicable DOE acquisition policies and procedures. Evaluation will be performed to determine the Offeror's potential and capabilities for completing the work as specified in the RFP, and cost/price realism and reasonableness.
- (b) The Government intends to award one contract to the responsible Offeror whose proposal is responsive to the solicitation and is determined to be the best value to the Government. Selection of the best value to the Government will be achieved through a process of evaluating the strengths and weaknesses of each proposal in accordance with the evaluation criteria in this Section M.
- (c) In determining the best value to the Government, the technical evaluation criteria are significantly more important than cost. The Government is more concerned with obtaining a superior Technical Proposal than making award based on low cost. However, the Government will not make an award at a price premium it considers disproportionate to the benefits associated with the evaluated superiority of one proposal over another.
- (d) The Technical Proposal will be point scored. The Cost/Price Proposal will be evaluated for realism, reasonableness and completeness but will not be point scored.

M.3 Overall Relative Importance of Evaluation Criteria

The technical evaluation criteria regarding this evaluation are weighted as follows:

CRITERION 1: Personnel Qualifications and Staffing Plan	30%
CRITERION 2: Technical Approach	30%
CRITERION 3: Business Management Plan	15%
CRITERION 4: Past Performance	15%
CRITERION 5: Small Business/Small Disadvantaged Business Participation	10%
	<u>100%</u>

M.4 Evaluation Criteria - Technical (OCT 1998)

Technical Criteria.

Technical aspects of proposals will be evaluated in accordance with the criteria set forth below. The individual indicators within each criterion described below are not listed in order of importance and will not be individually weighted, but will be considered as a whole in developing an overall point score for each criterion. The individual indicators are not subfactors as used in FAR 15.304.

CRITERION 1: PERSONNEL QUALIFICATIONS AND STAFFING PLAN

The Offeror will be evaluated regarding the following key personnel labor categories: Program Manager, Task Area Managers (3), Senior Technical Analysts (10), and Senior Trainer. The Offeror will be evaluated on how each key individual proposed satisfies or exceeds the personnel qualifications provided in Section J, Attachment B - Position Qualifications, including but not limited to DOE access authorization (security clearance) requirements. Key personnel shall be evaluated, and validated according to current commitment letters and resumes, on the extent, depth, and quality of their relevant work experience, as well as the quality, relevance and applicability of their education, technical experience, and professional development, as they relate to the proposed contract positions in the performance of this contract.

The Offeror will be evaluated regarding its plan for providing the non-key personnel required for this contract in accordance with Section J, Attachment B - Position Qualifications, and Section J, Attachment 4, Exhibit-I - Estimated Direct Productive Labor Hours (DPLH). The Offeror will be evaluated on how proposed personnel satisfy or exceed the personnel qualifications provided in Section J, Attachment B - Position Qualifications.

The Offeror will be evaluated on its ability to provide qualified key and non-key personnel. With respect to the labor categories of Senior Technical Analyst, Policy Analyst, and Technical Analyst Reviewer, the Offeror will be evaluated on its ability to provide staff in each those categories that have combined experience in each of the experience areas set forth in Section

J, Attachment B - Position Qualifications. The Offeror will also be evaluated on the Offeror's approach to ensuring sufficient staffing for contract transition and start-up (*i.e.*, within 90 days of contract award), including the ability of proposed staff to obtain security clearances within 90 days of contract award. The Offeror will also be evaluated on its approach for ensuring sufficient staffing is available throughout contract performance, including but not limited to its ability to recruit and retain highly skilled qualified personnel, both key and non-key.

CRITERION 2: TECHNICAL APPROACH

The Offeror will be evaluated on its demonstrated technical approach and capability to accomplish the requirements defined in the PWS. The Offeror will be evaluated on its technical analysis of the PWS tasks, including but not limited to its understanding of scope and complexity of what is required for an acceptable task fulfillment, including work definition and deliverables and how the Offeror will provide and apply day-to-day operating and special response procedures for quick reaction requirements to Government needs.

The Offeror will be evaluated on its demonstrated approach to utilization of contract personnel with specialized expertise and experience to achieve enhanced contract performance, including but not limited to approaches that will enhance contractor responsiveness or provide performance efficiencies. The Offeror will also be evaluated on its approach to ensure smooth contract program management to responding to fluctuations in the different work areas of document review and guidance development and how key personnel will be made available to perform the effort required during peak workloads, overlapping, or simultaneous tasks, sick and vacation leave.

CRITERION 3: BUSINESS MANAGEMENT PLAN

The Offeror will be evaluated on its proposed Business Management Plan, including the effectiveness and appropriateness of its proposed organizational structure for performance of the contract and its processes for resolving problems, decision making, and resource commitment, including the lines of program management authority and the degree of autonomy, accountability, decision-making, and delegation authority vested in the Program Manager.

The Offeror will be evaluated on its demonstrated understanding of the PWS through its identification of appropriate metrics in the QAP, and its related quality assurance processes and procedures; its proposed Business Management Plan demonstrating how the Offeror will accomplish the work required by the PWS, will meet reporting requirements and deadlines, provide accurate, timely, complete, and acceptable task, financial, staffing, and quality control plans, and willingly control costs.

The Offeror will be evaluated on its proposed Business Management Plan as it demonstrates how the Offeror will implement an effective, efficient, and seamless transition from the incumbent

contractors, including proactive identification and mitigation of potential transition problems.

The Offeror will also be evaluated on its procedures and resources for ensuring compliance with applicable security requirements and its ability to continually train and/or update contract personnel regarding nuclear issues, document review issues, policy issues, guidance issues, and security issues.

CRITERION 4: PAST PERFORMANCE

The Offeror, including major subcontractors (those subcontractors proposed to perform a minimum of \$5 million in work over the contract period, including options), will be evaluated with respect to performance in service contracting under existing and prior contracts of a similar type, scope, and complexity completed or in progress during the past five (5) years. Performance information will be used for both responsibility determinations and as an evaluation factor against which Offerors' relative rankings will be compared to assure best value to the Government. The Government will focus on information that demonstrates overall quality performance relative to the size and complexity of the procurement under consideration. Assessment of the Offeror's past performance will be one means of evaluating both the credibility of the Offeror's proposal and the relative capability to meet performance requirements.

The Past Performance Questionnaire form identified in Section J of the solicitation will be used to collect this information. References other than those identified by the Offeror may be contacted by the Government with the information received used in evaluation of the Offeror's past performance. Information utilized shall be obtained from the references listed in the proposal and may also be obtained from other customers known to the Government. Information will also be considered regarding any major subcontractors or team members and key personnel records.

The Offeror, including major subcontractors, will be evaluated on its quality of performance (compliance with contract requirements, quality of deliverables); timeliness of performance (whether the contractor met contract milestones or delivery dates, ability to respond to work fluctuations or urgent requirements); cost control (ability to operate within budget for both the overall contract and individual task assignments; the identification and use of cost efficiencies; the relationship of negotiated costs to actual costs; and the ability to provide current, accurate, and complete billings); business relations (contractor ability to timely respond to technical or administrative issues, professionalism, and cooperation); and customer satisfaction.

If the Offeror does not have a record of relevant past performance information, or if such information is not available, the Offeror will be evaluated neither favorably nor unfavorably.

CRITERION 5: SMALL BUSINESS/SMALL DISADVANTAGED BUSINESS

PARTICIPATION

The Offeror's proposal will be evaluated to determine the extent and range of participation of the different types of small/small disadvantaged business participation proposed, in terms of the overall share/dollar value of the work, the variety and complexity of the work to be performed, participation in management of the work, and the realism of the proposed subcontracting goal and the likelihood of successful accomplishment. The subcontracting or teaming arrangements submitted specifically for this effort shall be evaluated to determine the anticipated extent of small business participation as set forth in those documents and the contemplated commitment to small business participation. The total amount of small business participation, whether the small business is a prime contractor or a subcontractor, will be considered.

M.5 Evaluation Criteria - Cost/Price

The Cost/Price Proposal will be evaluated to determine price reasonableness, price realism, and completeness in accordance with the RFP in order to establish a probable cost. The following are definitions of price reasonableness, price realism, and completeness. The evaluation of cost reasonableness includes those considerations described in FAR Subpart 31.2.

- (1) Price Reasonableness: The Cost/Price Proposal will be evaluated to determine the appropriateness of the underlying assumptions and estimating techniques used to generate the proposed costs and the consistency of those assumptions and techniques with the proposed accomplishment of the required work. The FAR generally accepted accounting principles and/or disclosed cost accounting practices and applicable standards will be considered in evaluating proposed costs.
- (2) Price Realism: The Cost/Price Proposal will be evaluated to determine if the proposed costs are realistic and consistent with the Technical Proposal with regard to the nature, scope, and duration of the work to be performed. Inconsistencies between the Cost/Price Proposal and other portions of the proposal could raise concerns regarding the Offeror's understanding of the requirements and ability to perform the work for the proposed price.
- (3) Completeness: The Cost/Price Proposal submitted by the Offeror including teaming partners and subcontractors will be evaluated for completeness based upon the submission requirements contained in the solicitation Cost/Price Proposal preparation instructions and customary cost accounting practices. In addition, the Offeror's Cost/Price Proposal, will be evaluated to assess the degree to which it corresponds and reflects the associated components in the Technical Proposal.

An unrealistic, unreasonable, or incomplete Cost/Price Proposal may be evidence of the Offeror's lack of, or poor understanding of, the requirements of the PWS and thus may adversely affect the

acceptability of the Offeror's technical and/or staffing approach. A significant price deficiency or weakness may cause a rejection of the offer. A significant price deficiency or weakness is an unrealistic, unreasonable, or incomplete component comprising the Offeror's overall price for which a correction would cause a material alteration, or revision, of the Offeror's Cost/Price Proposal.

M.6 52.222-46 Evaluation of Compensation for Professional Employees (FEB 1993)

(a) Recompensation of service contracts may in some cases result in lowering the compensation (salaries and fringe benefits) paid or furnished professional employees. This lowering can be detrimental in obtaining the quality of professional services needed for adequate contract performance. It is therefore in the Government's best interest that professional employees, as defined in 29 CFR 541, be properly and fairly compensated. As part of their proposals, Offerors will submit a total compensation plan setting forth salaries and fringe benefits proposed for the professional employees who will work under the contract. The Government will evaluate the plan to assure that it reflects a sound management approach and understanding of the contract requirements. This evaluation will include an assessment of the Offeror's ability to provide uninterrupted high-quality work. The professional compensation proposed will be considered in terms of its impact upon recruiting and retention, its realism, and its consistency with a total plan for compensation. Supporting information will include data, such as recognized national and regional compensation surveys and studies of professional, public and private organizations, used in establishing the total compensation structure.

(b) The compensation levels proposed should reflect a clear understanding of work to be performed and should indicate the capability of the proposed compensation structure to obtain and keep suitably qualified personnel to meet mission objectives. The salary rates or ranges must take into account differences in skills, the complexity of various disciplines, and professional job difficulty. Additionally, proposals envisioning compensation levels lower than those of predecessor contractors for the same work will be evaluated on the basis of maintaining program continuity, uninterrupted high-quality work, and availability of required competent professional service employees. Offerors are cautioned that lowered compensation for essentially the same professional work may indicate lack of sound management judgment and lack of understanding of the requirement.

(c) The Government is concerned with the quality and stability of the work force to be employed on this contract. Professional compensation that is unrealistically low or not in reasonable relationship to the various job categories, since it may impair the Contractor's ability to attract and retain competent professional service employees, may be viewed as evidence of failure to comprehend the complexity of the contract requirements.

(d) Failure to comply with these provisions may constitute sufficient cause to justify rejection of a proposal.

M.7 52.217-5 Evaluation of Options (JUL 1990)

Except when it is determined in accordance with FAR 17.206(b) not to be in the Government's best interests, the Government will evaluate offers for award purposes by adding the total price for all options to the total price for the basic requirement. Evaluation of options will not obligate the Government to exercise the option(s).